



DISASTER RECOVERY AND EMERGENCY SERVICES AGREEMENT

October 2, This Disaster Recovery and Emergency Services Agreement (this "Agreement") is made and entered into on *October 2,* 2018 between BELFOR USA Group, Inc., a Colorado corporation ("Contractor") with its principal place of business at 185 Oakland Avenue, Suite 150, Birmingham, MI 48009 and the Department of Family of Puerto Rico with its principal place of business at 306 Barbosa Avenue, San Juan, PR ("Owner"). Owner and Contractor may be referred to throughout individually as a "Party," or together as the "Parties."

RECITALS:

WHEREAS, Contractor is a service contractor engaged in the business of supplying emergency response, disaster restoration, reconstruction, document recovery, and related services, necessitated by fire, water, wind, smoke, contamination, corrosion and any other natural or manmade disaster.

WHEREAS, Owner's Property suffered damages as a result of Hurricane Maria and its aftermath. Owner desires to hire Contractor to perform services with respect to Owner's property located at 306 Barbosa Avenue, San Juan, PR, commonly known as "Department of Family" ("**Property**"). Contractor shall furnish all labor, materials, tools, equipment and supervision necessary to perform the Work (as defined in Section 2).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties; the sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT

Contract Term. This Agreement shall commence within two weeks of both parties executing this Agreement and shall be substantially completed by December 31, 2018("Term"), subject to any early termination as provided herein and subject to Owner permitting Contractor to commence within two weeks of executing this Agreement. The Parties acknowledge that in times of disasters it is impossible to predict circumstances related to performance of the Work. Therefore, the Parties agree that there shall be no damages for delay in the performance of the Contractor or relating to the completion of the Work at the Property due to delays outside of Contractor's control and Force Majeure. Notwithstanding the foregoing, the Parties agree that TIME IS OF THE ESSENCE with respect to the Owner's payments to Contractor as well as with the Contractor executing the work on time.

SECTION 2. SCOPE OF WORK.

Scope of Work. The scope of work under this Agreement concerns document recovery, and other services as agreed to between the Parties. The Work to be done and the cost thereof or the method for calculating the cost thereof, agreed to by the Parties is set forth in Exhibit A and/or B, which are attached hereto and incorporated by reference herein (the "Work").

SECTION 3. CONTRACTOR'S COMPENSATION.

3.1 Contract Sum. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box(s).)

[**«X»**] The Rough Order Of Magnitude ("ROM"), attached here as Exhibit A, in the amount of \$455,399.84 and subject to change orders, additions, or deductions. The ROM is calculated in accordance with BELFOR's Caribbean Rate and Material Schedule attached as Exhibit B. However, the parties acknowledge that the ROM is only an estimate



and that the Work may not be completed in its entirety for this amount. If the ROM is reached prior to the completion of the Work, Contractor shall have no obligation to continue with the Work, unless Owner has provided Contractor with written authorization to perform Work in excess of the Contract Price via a Change Order signed by both parties.

[X] All Change Orders shall be subject to BELFOR's Caribbean Rate and Material Schedule attached as Exhibit B.

[« »] In addition to BELFOR's Caribbean Rate and Material Schedule, for CAT losses located in the Caribbean, U.S. Virgin Islands and Puerto Rico, there shall be a mobilization fee associated with air travel, cargo airlifting of equipment and various other shipping methods that are extraordinary expenses as a result of Hurricane Maria and not part of Contractor's standard price schedule.

3.2. Progress Payment Schedule.

- (a) Owner agrees to pay BELFOR's invoice within thirty (30) days of receipt by the Owner. If Owner dispute's any amount within an invoice, then Owner shall pay all undisputed amounts within thirty (30) days from receipt of invoice and shall provide to Contractor, in writing, an explanation of the disputed amount with all supporting documentation within five (5) days from Owner's receipt of the disputed invoice. Failure to do so shall result in an absolute waiver of Owner's right to dispute any amounts under said invoice. Owner agrees that it shall only assert disputes grounded in good faith and reasonable judgment. Owner shall not withhold payment of any undisputed amount payable by reason of any dispute. In the event of any such dispute, the Parties shall seek to resolve the disputed amount promptly. If such disputed amount cannot be resolved within fourteen (14) days of Owner's notice, then the Owner shall place the entire disputed amount in escrow until the Parties are able to resolve such dispute. The Contractor reserves the right to cease or suspend any work until the undisputed amount is paid in full, including interest, for Services performed.
- (b) BELFOR's right to timely and full payment of its progress and final invoice shall not be contingent upon resolution of any disputes between the Owner and its insurer(s) or dependent upon the insurers' payment or approval of BELFOR's invoices or charges. The Owner shall and hereby assigns to BELFOR its right, title and interest in any and all insurance proceeds for the work performed under this Agreement. Interest on any unpaid balance shall be charged at the higher rate of either 1.5% per month or the maximum rate prescribed by law.
- (c) The Owner waives any right of recoupment or setoff that it may have, whether any such right arises by virtue of contract or law, with respect to the payments for any Work under this Agreement. Payments for Work shall be made in full without any setoff or recoupment.

3.3 Adjustments to Contract Sum. The scope of the Work may be subject to change due to unknown factors and conditions. These unknown factors and conditions cannot be predicted at this time due to the latent and hidden conditions which may be encountered by Contractor as it proceeds with the Work and also the requirements of local building departments for changes and upgrades of components of the Property in order to comply with the current version of local building codes. The unknown factors and conditions may require an adjustment to the Contract Sum and the scope of the Work. If the parties hereto agree to a stipulated sum for the Contract Sum, then by appropriate Change Order ("Change Order"), changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor. In such event Contractor shall submit to Owner a



Change Order describing an increase or decrease in the Contract Sum and the scope of the Work. Change Order amounts and adjustments in the Contract resulting from a change in the Work shall be determined by mutual agreement of the parties and in the absence of an agreement the adjustment in the Contract Sum shall be based on the Contractor's National Rate and Material Schedule, attached hereto as Exhibit B. All non-insured building code upgrades, insurance policy deductibles, or work not covered or timely reimbursed by the insurance policy or insurance company, remains the exclusive responsibility of the Owner.

3.3.1 **Application of Prevailing Wage Determinations.** Contractor will comply with the Fair Labor Standards Act and any applicable federal or State minimum wage laws during the performance of the Work. Owner warrants and represents that it is not subject to, nor is it receiving funds subject to, prevailing wage determinations under federal laws, such as the Davis-Bacon Act or the Service Contract Act, or under any similar or like State laws. Owner further acknowledges and represents that it has not provided Contractor with any federal or State prevailing wage determinations. Should Owner or Contractor subsequently be notified that the Work is subject to prevailing wage determinations, Owner agrees to issue a written change order to comply with the applicable prevailing wage determination(s), plus a standard mark-up for overhead and profit. Owner further agrees to pay and indemnify Contractor for any and all penalties a State or Federal agency may assess under prevailing wage laws. Should Owner and Contractor disagree on the applicable prevailing wage rate(s), the Owner agrees to pay the amount determined by the State or Federal agency or the amount listed by the United States Department of Labor in its wage determination for the applicable classification in the appropriate jurisdiction or the appropriate similar/like State wage determination, whichever is higher and necessary to comply with the law.

3.4 **Payment Source.** Owner understands and agrees to pay Contractor the Contract Sum, as adjusted by Change Order and the amounts owed under Section 3. The Owner's obligation to make timely payment is not abated or stayed while Owner awaits funds from its insurer(s), grant, charitable organization or third-party. Owner's payment to Contractor for the Contract Sum, as adjusted by Change Order and any amounts owed under Section 3 shall not be contingent, dependent or conditioned on Owner's insurer(s), grant, charitable organization or third-party. Owner understands that Contractor will maintain job records for a period of at least six (6) years.

SECTION 4. STANDARDS OF PERFORMANCE

4.1 **Industry Standards.** Contractor shall perform the Work in accordance with industry standards established by those engaged in a business similar to that of Contractor consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances.

4.2 **Equipment, Supplies and Expenses.** Contractor shall provide all equipment and supplies to properly perform the Work, and shall pay for all material, labor, sales taxes, salaries, federal and provincial employment taxes, and any similar payroll taxes relating to employees of Contractor incurred in the performance of the Work. To the extent that any Work either is or becomes subject to a lawful Puerto Rico tax assessment, the Contract Price will not be increased by the appropriate tax percentage of any such Work; and both Owner and Contractor contemplate that any such assessed amounts will be considered part of the Contract Price. Both Owner and Contractor acknowledge and agree that any such assessed amounts currently are either unknowable or incapable of accurate calculation, and that any post hoc accounting or reporting of such amounts (including amounts subject to gross receipts tax assessment for Work already performed and paid) are intended to accurately incorporate them into the Contract Price.

4.3 **Owner's Separate Contractors.** Site Conditions: In the event that Contractor's Work depends upon the proper and timely execution of the work of Owner's separate contractors, Contractor may rely upon the work of such separate contractor for fitness and suitability to accept and incorporate Contractor's Work. Contractor shall not be responsible for any and all claims, damages, and liabilities arising out of defects in the work of Owner's separate contractors to the extent such defects were not reasonably discoverable upon a cursory visual inspection. The parties acknowledge that Contractor has little opportunity to perform other than a visual inspection of the site prior to commencement of Work pursuant to a Work Order; accordingly, Contractor shall not assume the risk of site conditions that are not reasonably discoverable during



such inspection. Contractor shall immediately notify the Owner upon encountering a concealed or otherwise unknown condition that may increase Contractor's time of cost to perform, under no circumstances beyond three (3) business days from encountering such condition.

SECTION 5. APPLICABLE LAW AND REGULATIONS

5.1 Compliance with Laws. Contractor shall comply with all applicable provincial and federal laws in performing the Work. Contractor shall not take, and is not authorized to take, any action in the name of or on behalf of Agent or Owner, or which would violate any applicable law.

5.2 Non-Discrimination. Contractor shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry, sexual orientation or any other protected characteristic in accordance with applicable law.

SECTION 6. CONFIDENTIALITY

Confidentiality. Parties may exchange and disclose Confidential Information to the other for the sole purpose of performing the Work under the terms of this Agreement (the "Purpose"). The term "**Confidential Information**" as defined in this Agreement shall mean all nonpublic, confidential and proprietary information that is disclosed by one party to the other for the purposes of this Agreement and shall include, but not be limited to, information relative to the disclosing party's finances, assets, technology, ownership, capital structure, operations, business plans and prospects, information technology, formulas, patents, trademarks, trade secrets, other intellectual property, customer and vendor identities and pricing information, as well as information regarding employees and contractors (whether oral, written, graphic, visual and/or computer generated). The Party in receipt of Confidential Information is identified as "Recipient" herein, and the Party that disclosed its Confidential Information is identified as "Discloser" herein. Recipient shall maintain in strict confidence all Confidential Information disclosed during performance of the Work throughout the time period identified herein, and shall not use any Confidential Information in any way inconsistent with the Purpose. Recipient shall use the same degree of care in safeguarding Discloser's Confidential Information as it uses with respect to its own proprietary information and in no event less than reasonable care. The obligations imposed upon either Party shall not apply to any information or data which: (i) is already available to or in the possession of the receiving Party or its Representatives and was from a third Party which, to the receiving Party's reasonable knowledge or belief, (ii) is not under an obligation of confidentiality to the disclosing Party with respect to any such information or data; (iii) is or becomes available to the public through no breach of this Agreement; (iv) is independently developed by the receiving Party without reference to any Confidential Information disclosed; (v) is approved for release (and only to the extent so approved) by the disclosing Party; or (vi) is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law. The confidentiality obligations of the parties under this Agreement shall survive the termination of this Agreement for a period of one (1) year.

SECTION 7. INSURANCE

Insurance. Upon request by Owner, Contractor shall provide Owner with a Certificate evidencing that it has obtained insurance satisfying all requirements as set forth below.

The following policies and coverages shall be furnished by Contractor:

Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) coverage, with \$2,000,000 combined single limit per occurrence, and \$4,000,000 in the annual aggregate. CGL insurance shall be written on Insurance Work Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall



cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, contractual liability, broad form property damage liability, products and completed operations coverage and X,C,U (explosion, collapse, underground) hazards.

Business Auto Insurance: Contractor shall maintain business auto liability with \$ 1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate. Defense costs shall be in addition to the limit of liability. Coverage shall apply to any automobile owned, hired and non-owned.

Workers' Compensation and Employees Liability Insurance: Contractor shall maintain worker's compensation insurance as required by the state in which the work is being performed and Employer's Liability Insurance in the amount of \$500,000 per accident for bodily injury or disease.

The General Liability and Automobile Liability policies shall contain, or be endorsed to contain the following provisions:

"Owner" and other insureds mentioned in this Section 7 shall be included as Additional Insured and Certificate holder as respects the Commercial General Liability Insurance and Business Automobile Liability Insurance. This shall apply to claims, costs, injuries or damages. Owner and other insureds mentioned in Section 7 shall not, be reason of their inclusion as insureds, become liable for any payment of premiums to carriers for such insurance coverage.

For any claims related to this Project, Contractor's insurance coverage or subcontractors (if applicable) shall be primary insurance as respects Owner, its partners, principals, officers, directors, agents, employees, representatives, and insurers. Any insurance or self-insurance maintained by Owner shall be excess of Contractor's insurance and shall not contribute to it.

All insurance policies provided under the Contract Documents shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to Owner.

SECTION 8. INDEMNIFICATION

8.1 Indemnification by Contractor. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner, and the Owner's representatives, and employees, from all claims for bodily injury, death, and property damage (including reasonable attorney fees and court costs) to the extent caused by the negligent acts or omissions of Contractor, its subcontractors, or anyone employed by either one of them for whose acts they may be liable. Contractor shall be entitled to reimbursement of any defense costs paid above Contractor's percentage of liability for the underlying claim.

8.2 Indemnification by Owner. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor, and Contractor's officers, directors, members, agents, and employees, subcontractors, or anyone employed by any of them for whose acts any of them may be liable from all claims for bodily injury and property damage (including reasonable attorney fees and court costs and expenses) to the extent caused by the negligent acts or omissions of Owner, or Owner's officers, directors, members, agents, employees, and subcontractors. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim.

8.3 Limitation on Damages. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE OWNER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO THE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CONTRACTOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.



8.4 Maximum Liability. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND AFTER TAKING INTO ACCOUNT ALL LIMITATIONS OF DAMAGES SET FORTH IN SECTION 8.3 AND THE "NO DAMAGES FOR DELAY" DISCLAIMER IN SECTION 1, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8.5 Environmental Hazards. Contractor shall have no liability for, and shall be indemnified and held harmless from and against, all claims, damages, liabilities, and costs arising out of or relating to the presence, discovery, or failure to discover, remove, address, remediate or cleanup environmental or biological hazards including, but not limited to, mold, fungus, hazardous waste, substances or materials, or asbestos unless the Work specifically calls for Contractor to perform hazmat discovery, mold remediation or abatement services.

SECTION 9. WARRANTY

CONTRACTOR GIVES NO EXPRESS OR IMPLIED WARRANTIES FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE WARRANTY OF HABITABILITY AND THE WARRANTY OF GOOD WORKMANSHIP.

For mold or asbestos remediation work or dewatering work, once the environmental assessor (third party professional) determines that Contractor's remediation work reached an adequate "clearance" from testing or Contractor obtains acceptable moisture levels for dewatering work, with such test results subject to currently industry standards and local environmental conditions, Contractor's Work is complete and has no further liability for and makes no warranties concerning future moisture levels, microbial growth, or asbestos on the Property. All Contractor's Work that is subsequently found to be defective for its intended purpose that was performed under the direction of, in accordance with, or approved by, any such professional or their reports, testing or protocols, is not the liability or responsibility of Contractor. Owner's sole recourse in such event is to make a claim against the professional. Owner shall produce a copy of the Industrial Hygienist report to Contractor.

If Owner does not agree obtain clearance testing by an Industrial Hygienist, Owner agrees to indemnify, defend, hold harmless (including payment or reimbursement of Contractor's reasonable legal defense costs) and release Contractor from and against any claim, damage, loss or lawsuit regarding the failure to remediate or from the spreading of the mold or hazardous materials.

SECTION 10. TERMINATION

Termination for Convenience. Either party may terminate this Agreement, at any time, and for any or no reason whatsoever, by giving the other party not less than thirty (30) days advance written notice of same, which notice shall specify the effective date of early termination. Owner may terminate the present contract at any time and without prior notice when it understands that it is for the good of the general population. Contractor shall receive compensation for all the Work performed through the effective date of early termination as well as for all costs directly incurred as a result of the termination permitted under this Section, including re-stocking fees, termination fees to subcontractors, de-mobilization expenses, and the like.

SECTION 11. ASSIGNMENT AND SUBCONTRACTING



11.1 Assignment. The parties shall not assign or transfer this Agreement or any of their obligations arising hereunder to any third party without the written consent of the other party. Any assignment or transfer without said consent shall be null and void.

11.2 Subcontracts. Contractor may not utilize any subcontractor in connection with providing the Work upon giving notice to the Owner without prior written consent by Owner. Utilization by Contractor of, or Owner's approval of, any subcontractor shall in no way relieve Contractor of any of its obligations or liabilities under this Agreement.

SECTION 12. RELEASES

12. Releases. Owner releases Contractor from:

- (a) work limitations or policy defenses imposed by Owner's insurer and for work not performed due to the refusal of Owner's insurance company to pay for it.
- (b) claims caused by any environmental consultant for re-growth after "clearance" is obtained from an environmental consultant or due to un-remediated pre-existing conditions.
- (c) performing mold remediation not specifically described and included in an approved scope of work.
- (d) damage to Owner's personal property. Owner is responsible for removing and declaring, in writing, Owner's personal property before Contractor begins any work at the Property. Owner waives any content damage or theft claims against Contractor for any property not removed by Owner.

SECTION 13. CONTENTS

Content Removal. At the direction of the Owner and during the performance of Work, Contractor may remove documents and other contents and effects that exist in Owner's Property, but it is the Owner's obligation to identify such any items that are to be removed, recovered, or stored from the Property (collectively "Contents"). Owner understands and agrees that some or all of Owner's Contents may contain mold, odor, particulate, and other damages that render it partially or completely unsalvageable but that Contractor will make its commercially reasonable efforts to recover and restore such Contents. Owner understands and agrees that Contractor's Work does not include logging or documenting the items that are being removed and disposed of, and Owner expressly acknowledges and affirms that, to the extent Owner decides to maintain a log of Owner's Contents being removed or disposed of, Owner will catalog and document said Contents in the manner Owner deems appropriate.

While Contractor may attempt to recover and remove Contents located at and within the Property, it is the Owner's obligation to be present during the removal, disposal, and/or recovery process and specifically identify any Contents which are to be retained and stored in such locations as the Owner may provide at the Property. **HOWEVER, OWNER AGREES THAT CONTRACTOR HAS NO OBLIGATION TO SECURE, STORE, RESTORE, OR RECOVER OR PERFORM ANY OTHER PORTION OF THE WORK ON CONTENTS AND OTHER BELONGINGS THAT ARE NOT EXPRESSLY AND SPECIFICALLY IDENTIFIED IN WRITING BY THE OWNER. THE OWNER HEREBY DIRECTS AND AUTHORIZES CONTRACTOR TO REMOVE, STORE, AND/OR DISPOSE OF ANY CONTENTS THAT NOT EXPRESSLY AND SPECIFICALLY IDENTIFIED IN WRITING TO BE SECURED AND STORED AND CONTRACTOR MAY RELY ON THIS INSTRUCTION WITHOUT EXCEPTION FOR THE DURATION OF ITS PERFORMANCE OF ITS WORK. OWNER IS**



RESPONSIBLE FOR ALL STORAGE COSTS OF ALL CONTENTS IDENTIFIED BY OWNER TO BE STORED BY CONTRACTOR.

OWNER EXPRESSLY ASSUMES THE RISK OF, AND ACCEPTS FULL RESPONSIBILITY FOR, ANY AND ALL LOSS OR DAMAGE TO THE CONTENTS AT THE PROPERTY.

SECTION 14. NOTICE

Notice. Any information or notices required to be given under this Agreement must be in writing and delivered either by: (i) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit, postage prepaid; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice will be deemed delivered when received. All notices should be addressed as follows:

For the Owner:
Glorimar de L. Andujar Matos, esq.
Secretary – Department of Family
306 Ave. Barbosa
San Juan, P.R.

For the Contractor:
BELFOR USA Group, Inc.
185 Oakland Ave., Ste 150
Birmingham, MI 48009

The foregoing addresses may be changed from time to time by notice to the other party in the manner set forth above.

SECTION 15. MISCELLANEOUS

15.1 Independent Parties. The Contractor is an independent contractor and not an employee of the Owner. Nothing in this Contract shall be interpreted as creating any joint venture, partnership, joint tenancy, agency or other similar legal relationship between Owner and Contractor, or as creating any contractual obligation, whether direct, indirect or third party beneficiary, on the part of Owner to any Subcontractor.

15.2 Force Majeure. Any delay or failure by either party in the performance of its obligations shall not constitute a default or give rise to any claim for damages if, and only to the extent and for such period of time that; (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, supplier, or other party acting under or through such party; and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of nature or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in laws; war, acts of terrorism, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences.

15.3 No Waiver. Failure of either Party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

15.4 Severability. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and such provision shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.



15.5 Governing Law. This Agreement will be interpreted and enforced under the law where the Work was performed without regard to laws of any other jurisdiction. The Parties agree that the court with exclusive jurisdiction over any matter or controversy arising from this contract will be United States Federal District Court for the District of Puerto Rico.

15.6 Department of Family Contract. The parties shall also be bound by the terms and conditions set forth in the GOBIERNO DE PUERTO RICO DEPARTAMENTO DE LA FAMILIA CONTRATO DE SERVICIO DE LIMPIEZA ("PR Contract"), which this Agreement is an Addendum to. For reference, the PR Contract is also attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between this Agreement and the PR Contract, the terms and conditions of this Agreement, and its Exhibits A-B, shall control and govern.

15.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. All exhibits and attachments hereto are incorporated into and made a part of this Agreement. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written, the corporate parties by their officers duly authorized. Signed today, _____

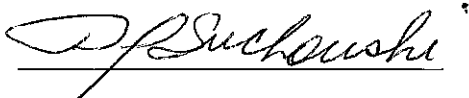
Owner:

By: _____

Name: Glorimar de L. Andujar Matos, esq.

Title: Secretary – Department of Family

BELFOR USA Group, Inc. (Contractor)

By: _____

Name: Paul Suchowski

Title: Representative - Belfor

EXHIBIT A- SCOPE OF WORK/ROUGH ORDER OF MAGNITUDE



RATE & MATERIAL ESTIMATED PRICING TOOL

JOB INFORMATION		BILL TO INFORMATION	
LOSS DATE	September 20 2017	SAME AS JOB INFORMATION	
NUMBER		SELECT- Y	
NAME	Department of Family	NAME	Department of Family
ADDRESS	306 Barbosa Ave	ADDRESS	306 Barbosa Ave
CITY	San Jaun	CITY	San Jaun
ST	PR	ST	PR
ZIP	917	ZIP	917
PHONE #		INSURANCE	
EMAIL		ATTENTION	Leo Villegas
		CC:	

R&M ESTIMATED PRICING SUMMARY

SELECT RATE SHEET	BASED ON PROJECTED SCOPE OF WORK
2015 BELFOR-HAWAII	BELFOR's Carribean Rate attached as Exhibit B to the Agreement
SELECT SERVICE	IS THIS A CAT LOSS?
DOCUMENTS	<u>Y</u>
RMEP #	

CATEGORIES		PROJECTIONS		
		AMOUNT	MARKUP	SUBTOTAL
LABOR-SCHEDULED	(includes sm. tools)	\$275,429.60	\$0.00	\$275,429.60
EQUIPMENT-SCHEDULED		\$34,730.00	\$0.00	\$34,730.00
CONSUMABLES-SCHEDULED		\$82,062.89	\$0.00	\$82,062.89
DOCUMENT RECOVERY		\$0.00	\$0.00	\$0.00
EQUIPMENT RENTAL	(includes fuel)	\$0.00	\$0.00	\$0.00
REIMBURSABLE		\$34,000.00	\$3,400.00	\$37,400.00
PW LABOR		\$0.00	\$0.00	\$0.00
VENDOR & SUBCONTRACTOR		\$0.00	\$0.00	\$0.00
				\$429,622.49
CAT FEE			6%	\$25,777.35
				\$455,399.84

PROJECTED SCOPE OF WORK

The scope of work under this agreement includes the retrieval of HR documents from approximately 70 filing cabinets. Removal and boxing of stored files, transport to approved cleaning area, hepa vacuuming and cleaning affected documents, and transportation to new designated storage area.

THIS R&M ESTIMATED PRICING SUMMARY PREPARED BY

NAME	EMAIL ADDRESS
Patrick Messner	Patrick.Messner@us.belfor.com
PHONE NUMBER	DATE - TIME
610.491.0359	October 23, 2018

DISCLAIMER

IMPORTANT Customer hereby agrees to the following terms: This is a rate and material projection report and represents estimated costs at the time it was completed. This estimate is based on the job starting **3/26/2018**. Any changes to the start date will impact the estimate including our overtime calculations, the hours and materials needed and/or the scope due to exacerbation of the original damage. This estimate is for valuation purposes only and is not a guarantee of BELFOR's total costs. If you should decide to proceed with the project, BELFOR will notify you of and get consent before performing work on any material additions to the scope of this project. These projected costs are void should there be a change in the building conditions, unforeseen weather conditions or any other unforeseen issues, requests or requirements. BELFOR will invoice for work performed on a rate and materials basis and you will be responsible for additional charges for any applicable subcontracted for equipment, fuel, related service costs, permits, fees, sales tax, administrative reporting or required appearances including court appearances arising out of the services.

EXHIBIT B
BELFOR'S CARIBBEAN RATE AND MATERIAL SCHEDULE

(Exhibit B) Effective Date: March 2016

PROPERTY RESTORATION

RATES AND INVOICE CONDITIONS

§ I.

CODE

ITEMIZED SCHEDULED LABOR CLASSIFICATIONS

REGULAR RATE / HR

PROJECT MANAGEMENT:

APM	Assistant Project Manager	\$	85.00
PM	Project Manager	\$	125.00
PE	Project Estimator	\$	136.00
SPM	Senior Project Manager	\$	155.00
PC	Project Coordinator	\$	188.50

GENERAL CLASSIFICATIONS:

GL	General Labor	\$	41.00
AA	Administrative Assistant	\$	47.00
LF	Labor Foreman	\$	48.00
MS	Mobilization Support	\$	51.50
TD	Truck Driver	\$	60.00
DMT	Demolition Technician	\$	60.50
RCO	Resource Coordinator (Supply Technician)	\$	62.50
PA	Project Auditor (Documentation Clerk)	\$	68.00
EO	Equipment Operator	\$	71.50
HSO	Health & Safety Officer	\$	105.50

RESTORATION SERVICES (General):

RT	Restoration Technician	\$	62.50
RS	Restoration Supervisor	\$	68.00
DT	Dehumidification Technician	\$	81.50
MT	Mold Technician (Remediation Technician or Supervisor)	\$	81.50

RECONSTRUCTION SERVICES:

PT	Painter	\$	77.50
DP	Drywall Installer/Finisher	\$	84.50
CR	Carpenter (Framer/Finish)	\$	90.00
TF	Trade Foreman (Commercial Supervision)	\$	94.00

TECHNICAL SERVICES:

(Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)

TN	Technician	\$	81.50
TS	Technical Specialist	\$	90.50
TL	Team Leader	\$	105.50
TMR	Technician, Machinery Rebuild	\$	112.00

SEMICONDUCTOR SERVICES:

DM	Documentation Manager	\$	81.50
DC	Decon Technician	\$	105.50
DPM	Decon Project Manager	\$	181.00
DE	Decon Engineer	\$	206.00

ENVIRONMENTAL SERVICES:

HT	Hazmat/Asbestos Technician	\$	81.50
HLT	Hazmat/Asbestos Lead Technician	\$	90.50
HEO	Hazmat/Asbestos Equipment Operator	\$	97.00
HS	Hazmat/Asbestos Supervisor	\$	105.50
HPM	Hazmat/Asbestos Project Manager	\$	125.00

CONSULTING SERVICES:

CVP	President & Vice President	\$	225.00
CSC	Senior Consultant	\$	185.00
CCE	Consultant / Consulting Estimator	\$	145.00
CWP	Clerk of the Works-Production Person	\$	100.00
CAD	Administrative	\$	55.00
COC	Outside Consultants	\$	Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	\$	300.00
CFE	Appraisal & Umpire fees	\$	300.00

§ I.II LABOR CALCULATION POLICY

The guidelines for labor invoicing are as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any scheduled shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday and Sunday will be at 1.5 times the regular hourly rate. All hours worked on Holidays (see §I.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate.

After Hours Emergency Services: In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 5:00 p.m.-7:00 a.m.), 1.5 times the regular hourly rate will be charged.

§ I.III LABOR CONSIDERATIONS

- 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.
- 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the regular hourly rate (no overtime) will be charged.
- 3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 4). The hourly Scheduled Labor rates will be charged portal to portal for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications.

§ I.

RATES AND INVOICE CONDITIONS**§ I.IV CONSULTING EXPENSES**

- 1). Reproduction of actual drawings at actual cost
- 2). Automobile mileage at IRS approved rate, tolls at cost with receipts over \$25.00
- 3). Overnight mail is priced at \$14.70/small package, \$29.40/large package
- 4). Photographs at \$1.00 per picture for standard size
- 5). Color copying at \$1.00 per page or actual cost if Kinko's or other service
- 6). Airfare, hotels, rental car rates and other travel expenses are billed at actual cost
- 7). Daily per diem rate at \$55.00 a day/based on (8) hour day

Note: *Fees for deposition and trial appearances are for a minimum eight-hour day @ \$300/hr for all consultants

§ II. SCHEDULED EQUIPMENT CHARGES (see § II.I Itemized Scheduled Equipment)

- 1). The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.
- 2). Small Tools Charge: Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc..., which are provided by BELFOR but are not included in the Scheduled Equipment list will be charged at 3% of total labor charges for all hands-on personnel (EO, GL, LF, RT, RS, DC, DMT, DT, MT, PT, DP, CR, TN, TS, HT, HLT, HEO). Any specialty items purchased for a project may be charged as per Section IV.
- 3). The Safety Equipment Packages (Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list.
- 4). During the course of performance of the work BELFOR may add additional equipment to the schedule.

§ III. SCHEDULED CONSUMABLES (see § III.I Itemized Scheduled Consumables)

- 1). Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost plus Contractor's 10% Overhead / 10% Profit (21%).
- 2). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule.
- 3). BELFOR reserves the right to change the unit rate of scheduled consumables affected by market conditions.
- 4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.

§ IV. VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT

- 1). Contractor's 10% overhead plus 10% profit (21%) will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.

§ V. REIMBURSABLES

- 1). Contractor's 15% mark-up will be added to the total of all reimbursables.
- 2). Standard per diem rates are \$50 per person per day. Per Diem will be charged for all traveling personnel in § I. Invoicing Guidelines and Conditions. BELFOR incurs, and thus charges, this daily rate whether the per diem is paid directly to the employee, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.
- 3). Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.
- 4). BELFOR shall be reimbursed for travel expenses (airfare, lodging, rental cars, per diem) for personnel at documented costs plus markup (see item 1).
- 5). An optional methodology for lodging charges is to apply a lodging allowance as follows: Lodging may be charged at the average nightly rate of up to three hotels that house project personnel (BELFOR and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

§ VI. DOCUMENT DRYING AND RECOVERY SERVICES

Freeze drying charges will range from \$40 to \$75 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

The above rates represent the charges for freeze drying only. Labor, equipment, materials and other document treatments performed will be billed in accordance with the rates herein and any project specific quotations.

Other recovery service charges will be determined per job, based on the following relevant factors:

* Nature of Damage * Degree of soot/char * Intended Use of Document * Moisture Saturation * Mold Contamination * Odor

Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

§ VII. CAT CONSIDERATIONS

- 1). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be CAT management, CAT office, admin support, warehousing, etc...

§ VIII. BILLING AND PAYMENT

- 1). Invoices generated in accordance with the BELFOR Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there are any disputed charges on any invoice these should be clearly identified in writing within 30 days and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1% per month or 2) as specified in the terms and conditions of the applicable contract.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

ITEMIZED SCHEDULED EQUIPMENT³

EQUIPMENT DESCRIPTION	UNIT	RATE
AIR MOVERS/COMPRESSORS/ACCESSORIES		
Air compressor, gas/electric	Ea / Day	\$ 37.00
Air compressor, tow behind	Ea / Day	\$ 118.50
Air movers/carpet blowers	Ea / Day	\$ 30.00
Octidry Bag or Direct It In (attachment)	Ea / Day	
Injectidry Unit	Ea / Day	\$ 131.00
Manometer	Ea / Day	\$ 82.50
BLAST/POWER WASH UNITS		
Blasting Unit, Aqri/Soda	Ea / Day	\$ 648.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 973.50
Soda Blaster	Ea / Day	\$ 966.00
Washer, High Pressure (cold)	Ea / Day	\$ 100.00
Washer, High Pressure (hot)	Ea / Day	\$ 124.50
CLEANING/VACUUMS/EXTRACTION		
Buffer, Floor	Ea / Day	\$ 37.00
Carpet Cleaning Machine	Ea / Day	\$ 75.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 143.00
Extraction Unit (portable)	Ea / Day	\$ 155.50
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 561.50
Floor cleaning system (walk behind)	Ea / Day	\$ 237.00
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 155.50
Ion Air Cleaning System	Ea / Day	\$ 47.50
Steam Cleaner (Trailer)	Ea / Day	\$ 243.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 63.00
Vacuum, HEPA	Ea / Day	\$ 100.00
Vacuum, Insulation Machine	Ea / Day	\$ 89.50
Vacuum, Upright	Ea / Day	\$ 16.50
Vacuum, Wet/Dry or Canister	Ea / Day	\$ 34.00
LIGHTS		
Light, Balloon	Ea / Day	\$ 110.00
Light, Tower Mobile (400 wr diesel)	Ea / Day	\$ 155.50
Light, Wobble (37 inches)	Ea / Day	\$ 43.50
MISC.		
Heat Gun, Shrink Wrap	Ea / Day	\$ 75.00
Ride on Flooring Stripper (includes blades)	Ea / Day	\$ 1,200.00
Saw, Demo	Ea / Day	\$ 106.00
Saw, Kett	Ea / Day	\$ 35.00
X-Ray Dryer	Ea / Day	\$ 155.50
X-Ray Separation Tank	Ea / Day	\$ 467.50
ODOR CONTROL/DISINFECTION		
Fogger, Commercial	Ea / Day	\$ 112.50
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 40.00
Ozone Generator	Ea / Day	\$ 124.50
Smoke Machines (small)	Ea / Day	\$ 100.00
Vapor Shark	Ea / Day	\$ 40.00
POWER		
Electrical Distribution (Spider Box)	Ea / Day	\$ 75.00
Generator (portable)	Ea / Day	\$ 124.50
PUMPS		
Pump, Sump / Flood	Ea / Day	\$ 34.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 139.00
DRYING/TEMP/HUMIDITY CONTROL		
Moisture Meter	Ea / Day	\$ 21.00
Camera, IR	Ea / Day	\$ 225.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$ 187.50
Dehumidification, Desiccant - 500/600 cfm	Ea / Day	\$ 405.00
Dehumidification, Desiccant - 2000/2250 cfm	Ea / Day	\$ 842.50
Dehumidification, Desiccant - 3500 cfm	Ea / Day	\$ 1,004.00
Dehumidification, Desiccant - 5000-6000 cfm	Ea / Day	\$ 1,360.50
Dehumidification, Desiccant - 10000 / 12000 cfm	Ea / Day	\$ 2,138.50
Dehumidification, Desiccant - 15000 cfm	Ea / Day	\$ 3,669.00
Dehumidification, Desiccant - 25000 cfm	Ea / Day	\$ 5,807.00
Dehumidification/Cooling - 1 Ton Spot Cooler	Ea / Day	\$ 161.50
Dehumidification/Cooling - DX Unit -20 / 30 ton	Ea / Day	\$ 1,295.50
Dehumidification/Cooling - DX Unit -60 / 70 Ton	Ea / Day	\$ 2,041.50
Dehumidification/Cooling - Chiller 100 to 400 Ton	Ton / Day	\$ 26.00
Dehumidification, Heater - 20 KW	Ea / Day	\$ 160.00
Dehumidification, Heater - 50 KW	Ea / Day	\$ 356.50
Dehumidification, Heater - 100 KW	Ea / Day	\$ 486.00
Dehumidification, Heater - 150 KW	Ea / Day	\$ 583.00
Dehumidification, Heater, Indirect Fired up to 500,000btu + fuel	Ea / Day	\$ 939.50
Heater, Electric -1500 watt	Ea / Day	\$ 15.50
Heater, Propane/Torpedo-direct fired + fuel	Ea / Day	\$ 55.50

EQUIPMENT DESCRIPTION	UNIT	RATE
TRUCKS, VEHICLES, TRAILERS (rate does not include fuel)		
BELFOR Command Center	Ea / Day	\$ 500.00
Mobile Office	Ea / Day	\$ 65.00
Mobile Warehouse (Trailer Only)	Ea / Day	\$ 155.50
Trailer, Freezer	Ea / Day	\$ 149.50
Truck, Dump Service (Pickup Truck)	Ea / Day	\$ 95.00
Truck, Dump-Trip Charge	Ea / Day	\$ 150.00
Truck, Moving/Box/Board up	Ea / Day	\$ 155.50
Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$ 124.50
Vehicle, Pickup, SUV or Car	Ea / Day	\$ 69.00
Vehicle, Truck 1 Ton 4x4 Liftgate	Ea / Day	\$ 165.00
Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$ 112.50

DUMPSTERS & STORAGE		
Dumpster, 20 yd	Per Load	\$ 550.00
Dumpster, 30 yd	Per Load	\$ 700.00
Dumpster, 40 yd	Per Load	\$ 850.00
BELFOR Pods 8'x7' 12' x 7'	Per Month	\$ 235.00
BELFOR Pods (set up & breakdown)	Per Pod	\$ 300.00
Storage Vaults	Per Month	\$ 125.00

ELECTRONICS / MECHANICAL		
Cart, Electronic Decontamination	Ea / Day	\$ 63.00
Cleaning Room, HEPA filtered	Ea / Day	\$ 978.50
Crane, A-Frame (1 ton)	Ea / Day	\$ 139.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 772.50
Decon Room	Per Project	\$ 515.00
DI Water System	Ea / Day	\$ 40.00
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 69.00
Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 187.50
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 412.00
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 224.50
Gas Detector, ATI PortaSens II	Ea / Day	\$ 307.00
HEPA Filtered Hood	Ea / Day	\$ 154.50
HEPA Water Displacement Unit	Ea / Day	\$ 93.50
Oven, Convection Drying (ULT)	Ea / Day	\$ 436.50
Oven, Vacuum Drying	Ea / Day	\$ 623.00
Quality Control Kit, (scientific instruments)	Ea / Day	\$ 187.50
Reflectoquant Test Device	Ea / Day	\$ 103.00
Sealer, Vacuum	Ea / Day	\$ 273.00
Spray Booth with 2 sinks (portable)	Ea / Day	\$ 187.50
Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 81.50
Tool Handling Charge	Per Project	\$ 463.50
Ultrasonic Bath, Portable	Ea / Day	\$ 324.50
Ultrasonic Bath, Bench Top	Ea / Day	\$ 187.50
Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 3,365.00
Vacuum, Clean Room	Ea / Day	\$ 154.50
Wet Bench (portable)	Ea / Day	\$ 188.00
Workstation (table, chair, lights, ESD)	Ea / Day	\$ 24.50

ENVIRONMENTAL		
Cascade Breathing Air System	Ea / Day	\$ 170.00
Chemical Hose, Hazmat	Ea / Day	\$ 226.50
Confined Space Entry System	Ea / Day	\$ 206.00
Decontamination Shower/Filter	Ea / Day	\$ 144.00
Jerome Mercury Vapor Analyzer	Ea / Day	\$ 252.50
Mini-Rae (PID)	Ea / Day	\$ 180.00
MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 206.00
Personal Sample Pump	Ea / Day	\$ 29.00
Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 206.00
Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 309.00
Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	\$ 144.00
Self-Contained Breathing Apparatuses (SCBA-5Min)	Ea / Day	\$ 113.50
Trailer, Emergency Response, Hazmat	Ea / Day	\$ 309.00

HVAC		
HVAC, High Volume Tornado System	Ea / Day	\$ 95.00
HVAC, Mobile Resource Unit	Ea / Day	\$ 155.50
HVAC, Power and Manual Hand Tools	PP/Day	\$ 25.00
HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 45.00
HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 124.50
HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	\$ 195.00
HVAC Video / Tool Robotic Inspection System	Ea / Day	\$ 504.50
HVAC, Viper Duct Cleaning System	Ea / Day	\$ 45.00

SAFETY		
Personal Fall Protection (PFP)	PP / Wk	\$ 55.50
Personal Protection Equipment (PPE)	PP / Wk	\$ 27.75
Personal Respiratory Protection (PRP)	PP / Wk	\$ 55.50
Respirator, PAPR	Ea / Day	\$ 82.50

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

ITEMIZED SCHEDULED CONSUMABLES³

CONSUMABLE DESCRIPTION	UNIT	RATE	CONSUMABLE DESCRIPTION	UNIT	RATE
BAGS			ELECTRONICS / MECHANICAL		
Bags, Environmental Trash Bags	Ea.	\$ 3.00	BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 34.00
Bags, Insulation Machine (Vacuum)	Ea.	\$ 31.00	BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 46.00
Bags, Trash (each)	3 mil \$ 0.82 6 mil \$ 1.62		BELFOR-CD 04-C Complex Deruster 04 C	Gal	\$ 73.00
CLEANING-GENERAL			BELFOR-CD 13 Complex Deruster 13	Gal	\$ 114.50
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 34.00	BELFOR-ESL Label Protection Lacquer	Gal	\$ 30.00
BELFOR-All Purpose Cleaner	Gal	\$ 10.50	BELFOR-ESL Label Protection Lacquer	Ounce	\$ 17.50
BELFOR-All Purpose Spotter	Gal	\$ 22.50	BELFOR-GC General Cleaner	Gal	\$ 28.00
BELFOR-Carpet Rinse & Neutralizer	Gal	\$ 18.50	BELFOR-HD 01 Hand Deruster 01	Gal	\$ 39.00
BELFOR-CIF Citroxif Lemon Scent	Ounce	\$ 1.00	BELFOR-LP 40 Light Preserver 40	Gal	\$ 73.00
BELFOR-Concentrated Odor Counteractant & Smoke Elim.	Gal	\$ 31.00	BELFOR-MPP Metal Polishing Paste	Ounce	\$ 15.50
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 17.00	BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 122.50
BELFOR-Glass Cleaner	Gal	\$ 8.00	BELFOR-NK One Step Cleaner and Preserver (electrical)	Pint	\$ 12.50
BELFOR-Hand Cleaning Wipes	Tub	\$ 41.00	BELFOR-OC24 Organic Cleaner 24	Gal	\$ 46.50
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 31.00	BELFOR-OC62 Organic Cleaner 62	Gal	\$ 32.00
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 13.50	BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 34.00
BELFOR-Oil Preserver	Gal	\$ 46.50	BELFOR-PM Polish Milk	Ounce	\$ 5.00
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 17.50	BELFOR-SD 02 Sulfide Defroster	Gal	\$ 52.50
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner	Gal	\$ 25.00	BELFOR-WP Wax Preserver	Gal	\$ 78.50
Adhesive, Remover	Can	\$ 11.50	Nitric Acid, Ultra Pure	Quart	\$ 154.50
Alcohol, Isopropyl	Gal	\$ 79.50	Apron, Chemical	Ea.	\$ 5.00
Blocks, Odor Counteractant	Ea.	\$ 7.00	Arm Sleeves, Chemical	Ea.	\$ 4.00
Boot Covers, Latex	Per Pair	\$ 10.50	Arsenic Test Kit	Per Test	\$ 5.00
Brush, Scrub	Ea.	\$ 11.50	Bags, Anti Static	Ea.	\$ 4.00
Brushes, Pipe	Ea.	\$ 31.00	Brady Cards	Ea.	\$ 7.00
Brushes, Wire	Small \$ 5.00 Large \$ 7.00		Brush, Dispersion (each)	Small \$ 5.00 Large \$ 13.50	
Cleaner, Stainless Steel	Can	\$ 15.75	Brush, Non Conduct	Ea.	\$ 10.50
Disinfectant, Antimicrobial	Gal	\$ 51.00	Chloride Quick Test Strips	Ea.	\$ 1.25
Fogger, Thermo Deodorizer	Gal	\$ 63.00	Cleaning / Decon Sticks	Ea.	\$ 1.25
Mop Heads	Ea.	\$ 13.50	Non-Conduct Scrubbers, Green (#747)	Box	\$ 28.00
Pad, Floor Buffer	Ea.	\$ 12.50	Non-Conduct Scrubbers, Maroon (#96)	Box	\$ 78.50
Pad, Foam Scrubbing	Pak	\$ 51.50	Non-Conduct Scrubbers, White (#98)	Box	\$ 47.50
Sponge, Particulate Removal (1.5"x3"x6")	Ea.	\$ 4.00	Tape, Clean Room	Roll	\$ 24.50
Sponge, Particulate Removal (3/4"x3"x6")	Ea.	\$ 2.00	Wipes, Lint Free	Pak	\$ 35.00
Steel wool	Ea.	\$ 1.06	Wipes, Presaturated IPA/DI	Pak	\$ 20.50
Thinner, Paint/Mineral Spirits	Gal	\$ 22.50	Wipes, Standard Clean Room	Pak	\$ 29.00
Vapor Shark Membrane	Ea.	\$ 53.00	Wipes, Ultra Clean Room	Pak	\$ 62.00
Wipes, Cotton Cloth/Workshop Rags	Lb.	\$ 5.00			
Wipes, Wipe All	Pak	\$ 12.50			
CONTENTS/PACK-OUT/STORAGE			ENVIRONMENTAL		
BELFOR-Fabric Protector	Gal	\$ 40.00	Asbestos Glove Bag	Ea.	\$ 34.00
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 5.00	Breathing Air, Type K Bottle	Ea.	\$ 55.50
BELFOR-Liquid Laundry Detergent	Gal	\$ 17.50	Cartridge, MSA Combination	Ea.	\$ 16.50
BELFOR-Premium Dish Detergent	Quart	\$ 6.00	Protective Suits (Acid)	Ea.	\$ 84.50
Boxes, Book	Ea.	\$ 5.00	Protective Suits (Level A, fully encapsulating)	Ea.	\$ 1,570.50
Boxes, Dish Pack	Ea.	\$ 6.00	Protective Suits (PolyPro Asbestos)	Ea.	\$ 8.00
Boxes, Slip Covers	Ea.	\$ 3.00	Protective Suits (Saranex Chemical)	Ea.	\$ 31.00
Boxes, Wardrobe/Specialty	Ea.	\$ 35.00	Sorbent Boom	Ea.	\$ 67.00
Cloths, Masslinn	Ea.	\$ 1.35	Sorbent Pad	Ea. \$ 10.50 Bale	\$ 101.00
Foam Blocks	Ea.	\$ 0.12	Sorbent Pillows	Ea.	\$ 25.50
Inventory Tags	Ea.	\$ 0.12	DRUMS		
Tape, Poly Box	Roll	\$ 3.00	Drum, Poly Closed Top	Ea. \$ 42.00 15g \$ 49.50 30g \$ 70.00	
Wrap, Bubble/Anti Static	Roll	\$ 84.50	Drum, Poly Open Top	Ea. \$ 45.50 \$ 53.50 \$ 76.00	
Wrap, Stretch	Roll	\$ 59.50	Drum, Steel Closed Top	Ea. \$ 34.00 \$ 40.00 \$ 55.50	
			Drum, Steel Open Top	Ea. \$ 36.00 \$ 47.50 \$ 67.00	
			Drum, Steel Salvage, 85 Gallon	Ea.	\$ 168.00
			Drum, Poly Overpack, 95 Gallon	Ea.	\$ 257.50
			Drum, Steel Overpack, 110 Gallon	Ea.	\$ 504.50
FILTERS			HVAC		
Filter, Charcoal (Carbon Activated)	Ea.	\$ 65.00	HVAC Air Blast Nozzle, Replacement	Ea.	\$ 50.00
Filter, HEPA	Ea.	\$ 230.50	HVAC Air Whip, Multi Head, Replacement	Ea.	\$ 65.00
Filter, Pre (Primary)	Ea.	\$ 3.00	HVAC BBJ Freshduct / Microbiocide	15oz	\$ 50.00
Filter, Poly (Secondary)	Ea.	\$ 7.00	HVAC Cleaner Degreaser	Gal	\$ 17.00
SHEETING/PLASTIC/FLOOR PROTECTION			HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30'	Roll	\$ 24.75
Duct, Lay Flat (500') with hog rings	Roll	\$ 467.50	HVAC Coil Cleaner	Gal	\$ 47.75
Plastic Sheeting, 1.5 mil (24 x 200)	Roll	\$ 43.50	HVAC Collection Machine Filters (Heated & Bag)	Ea.	\$ 58.00
Plastic Sheeting, 3 mil (20 x 100)	Roll	\$ 54.50	HVAC Collection Machine HEPA Filter	Ea.	\$ 340.40
Plastic Sheeting, 4 mil (20 x 100)	Roll	\$ 62.50	HVAC Duct Liner 1" - 3"x100'	Roll	\$ 400.00
Plastic Sheeting, 6 mil (20 x 100)	Roll	\$ 81.50	HVAC Duct Mastic	Gal	\$ 29.00
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Roll	\$ 319.00	HVAC Encapsulant, Antimicrobial (Foster)	Gal	\$ 82.00
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)	Roll	\$ 395.00	HVAC Fiberlock	Gal	\$ 72.00
Plastic Sheeting, Carpet Protector	Roll	\$ 81.50	HVAC HEPA Vac Collection Bag & Filter Protector	Ea.	\$ 10.00
Red Rosin Paper (200 lb. roll)	Roll	\$ 24.50	HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction)	Ea.	\$ 60.00
Scrim-Fire Rated (60"x100')	Roll	\$ 2,469.00	HVAC HEPA Vac HEPA Filter	Ea.	\$ 285.00
Sticky Mat (26"x32")	Ea.	\$ 89.50	HVAC Propane Fill Charge	Cylinder	\$ 45.00
SHRINK WRAP			HVAC Rotary Brush Head, Replacement	Ea.	\$ 114.25
Strapping, Woven HD	LF	\$ 0.10	HVAC Rotary Brush System, Replacement Core	Ea.	\$ 40.00
Tape, Heat Shrink 2"	Roll	\$ 16.35	HVAC Sheetmetal Blank	Ea.	\$ 17.00
Tape, Heat Shrink 4"	Roll	\$ 32.75	HVAC Sheetmetal Screw	Box 100	\$ 21.50
Tape, Heat Shrink 6"	Roll	\$ 49.15	HVAC Spray Adhesive	Can	\$ 24.00
Wrap, Shrink, 7 mil (45" x 145")	Roll	\$ 815.00	HVAC Unibit	Ea.	\$ 82.00
Wrap, Shrink, 12 mil (32" x 180")	Roll	\$ 1,515.00	HVAC Vacuum Brush Head - Replacement	Ea.	\$ 24.00
TAPE/ADHESIVE			SAFETY		
Adhesive, Spray	Can	\$ 7.00	Boots, Chemical PVC	Per Pair	\$ 45.50
Tape, 2-way (2" x 60')	Roll	\$ 30.00	Dust Mask	Ea.	\$ 2.00
Tape, Barricade-Banner Guard (Caution, Danger, etc.)	Roll	\$ 28.00	Gloves, Cotton (includes liners)	Per Pair	\$ 2.25
Tape, Duct (2"x 60')	Roll	\$ 7.00	Gloves, Latex (Surgical)	Box 100	\$ 23.50
Tape, Global	Roll	\$ 24.50	Gloves, Leather	Per Pair	\$ 8.00
Tape, Painters-blue/red	Roll	\$ 8.00	Gloves, Nitrile	Per Pair	\$ 5.30
MISC			Gloves, Nylon Inspection	Per Pair	\$ 0.50
Disposable Decontamination Unit	Ea.	\$ 416.00	Protective Suits (Tyvek)	Ea.	\$ 18.50
Encapsulant, Antifungal	Gal	\$ 82.00	Respirator, N95	Ea.	\$ 3.50
Encapsulant, Antimicrobial (Zinsser)	Gal	\$ 75.00	Respirator, P100	Ea.	\$ 10.50
Encapsulant, Soot	Gal	\$ 43.50	Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 36.00
Fasteners, Misc / Lock & Hasp	Ea.	\$ 30.00	Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 8.50
Floor Dry (40#)	Bag	\$ 15.50			
Lock Box	Ea.	\$ 45.50			
Soda, Soda Blaster Material	Bag	\$ 35.00			
Zipper (containment)	Ea.	\$ 12.00			

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

**EXHIBIT C- GOBIERNO DE PUERTO RICO
DEPARTAMENTO DE LA FAMILIA**

**CONTRATO DE SERVICIO
DE LIMPIEZA, EXTRACCIÓN E HIGIENIZACION**

GOBIERNO DE PUERTO RICO
DEPARTAMENTO DE LA FAMILIA

CONTRATO DE SERVICIO
DE LIMPIEZA, EXTRACCIÓN E HIGIENIZACION
Cleaning, Extraction and Sanitation Service Contract

2019- 00000__

BELFOR USA Group, Inc., dba BELFOR PROPERTY RESTORATION
LCDA. GLORIMAR DE L. ANDUJAR MATOS
(2990)234-1220000-0000-081-2017

COMPARECEN
APPEARS

DE LA PRIMERA PARTE: EL DEPARTAMENTO DE LA FAMILIA, representado por su Secretaria, Lcda. Glorimar de L. Andújar Matos, quien ha delegado la firma de este contrato en la Subsecretaria, Sra. Evelyn Velázquez Vega, mayor de edad, soltera y vecina de San Juan, Puerto Rico, facultada mediante las disposiciones de la Ley Número 171 del 30 de junio de 1968, según enmendada y el Plan de Reorganización Número 1 del 28 de julio de 1995, en adelante denominado **"LA PRIMERA PARTE"**.-----

AS PARTY OF THE FIRST PART: DEPARTMENT OF THE FAMILY, herein represented in this Act by its Secretary Glorimar de L. Andújar Matos, Esquire, who has delegated the signing of this contract to the Deputy Secretary, Evelyn Vázquez Vega, of legal age, single, and resident of San Juan, Puerto Rico, authorized by the dispositions of Law No. 171 of June 30, 1968, as amended, and the Reorganization Plan No. 1 of July 28, 1995, hereinafter the **"FIRST PART"**.-----

DE LA SEGUNDA PARTE: BELFOR USA Group, Inc., dba BELFOR PROPERTY RESTORATION, una corporación con fines de lucro organizada bajo las Leyes Estado de Colorado , y debidamente autorizada mediante Certificate of Incumbency dated August 19, 2015 Resen, representada por el Sr. Paul Suchowski, mayor de edad, y vecino de Michigan, adelante denominada **"LA SEGUNDA PARTE"**.-----

AS PARTY OF THE SECOND PART: BELFOR USA GROUP, INC, dba BELFOR PROPERTY RESTORATION, a corporation organized under the laws of the United States, and authorized pursuant to the Certificate of Incumbency dated August 19, 2015, herein represented by Paul Suchowski, of legal age, resident of the United States, hereinafter the **"SECOND PART"**.-----

AMBAS PARTES tienen la capacidad legal necesaria para este acto, lo cual demostrarán dónde y cuándo fuera menester y a tal efecto libre y voluntariamente.-----

BOTH PARTIES have the legal capacity to subscribe this act, which they will demonstrate where and when necessary, and as such freely and voluntarily. -----

EXPONEN
STATE

POR CUANTO: Tras el paso del huracán María las facilidades físicas del Departamento de la Familia ubicadas en el Edificio Lila Mayoral en la Ave. Barbosa en Hato Rey sufrieron daños significativos por lo que se determinó clausurar el Edificio. Actualmente la mayoría de los documentos oficiales de la agencia relacionados con transacciones de personal, casos de adopción, transacciones financieras, asuntos administrativos, casos legales entre otros, se encuentran aún dentro del Edificio. Como parte del deber ministerial es importante que todos estos documentos sean removidos a la brevedad posible para dar continuidad a los trabajos y a la vez cumplir con los informes requeridos por las diferentes agencias del gobierno federal y estatal.-----

WHEREAS: Due to Hurricane Maria the physical facilities of the Family Department, located in the Lila Mayoral Building, Barbosa Ave, Hoto Rey, suffered significant damages, which resulted in the closing of the building. Currently, most of the official documents of the agency associated with human resources transactions, adoption cases, financial transaction, administrative issues, and legal cases, among others, are inside the building. The agency has the ministerial responsibility to assure that these documents are removed as soon as possible to provide continuity to the agency's work, and comply with the required reports of the federal and state government. -----

POR CUANTO: La PRIMERA PARTE tiene la necesidad de contratar los servicios profesionales necesarios para poder cumplir con el objetivo de proceder con la extracción, limpieza e higienización de dicho documentos y expedientes, ya que se detectó contaminación por la presencia de hongos, humedad, plomo y asbesto en la mayoría de los pisos del edificio.-----

WHEREAS: The FIRST PART needs to contract professional services to proceed with the extraction, cleaning, and sanitation of said documents, since it was detected that they are contaminated with mold, humidity, lead, and asbestos. -----

POR CUANTO: La PRIMERA PARTE determinó que la SEGUNDA PARTE es el proveedor del servicio que mejor cualifica para brindar los servicios que se necesitan. La SEGUNDA PARTE posee

Exhibit Disaster Recovery Services Contract Page 19 of 43

los recursos, experiencia y conocimientos que aseguran el cumplimiento óptimo de las funciones especializadas que necesita la PRIMERA PARTE para cumplir con los objetivos.-----

WHEREAS: *The FIRST PART determined that the SECOND PART is the service provider that best qualifies to provide the needed services. The SECOND PART has the resources, experience, and knowledge that warrants the optimum compliance of the functions needed by the FIRST PART to accomplish its objectives. ---*

POR CUANTO: LA SEGUNDA PARTE certifica que cuenta con los conocimientos, la experiencia, el personal capacitado, la estructura operacional y los debidos permisos para proveer los servicios requeridos. -----

WHEREAS: *The SECOND PART certifies that it has the knowledge, experience, qualified personnel, operation structure, and the required permits to provide the services needed. -----*

POR CUANTO: La SEGUNDA PARTE se compromete a prestar a la PRIMERA PARTE los servicios profesionales que se indican en este contrato, así como aquellos otros servicios que sean incidentales a su labor o que le fuesen requeridos en relación con el mismo.-----

WHEREAS: *The SECOND PART commits to provide the FIRST PART with the professional services stated in this contract, as well as other services that are incidental to its labor, or required in relationship to the services contracted. -----*

POR TANTO: Las partes manifiestan tener la capacidad legal necesaria para contratar en este acto y a tales efectos convienen en formalizar la presente enmienda sujeto a las siguientes:-----

HENCEFORTH *the PARTIES state that they have the legal capacity and authority required to undertake this act, and as such convene to formalize this contract pursuant to the following:-----*

**CLÁUSULAS Y CONDICIONES
TERMS AND CONDITIONS**

**I. BASE LEGAL:
LEGAL BASE**

PRIMERA: El Departamento de la Familia otorga este contrato en virtud del Artículo 9, Sección 211-H (3 LPRA) de la Ley Número 171 del 30 de junio de 1968, según enmendada y el Plan de Reorganización Número 1 del 28 de julio de 1995, según enmendado.-----

FIRST: *The Department of the Family grants this contract in accordance with Article 9, Section 211-H (3 LPRA) of Law No. 171 of June 30, 1968, as amended, and the Reorganization Plan No. 1 of July 28, 1995, as amended. -----*

**II. OBJETO Y CAUSA DE CONTRATO:
PURPOSE AND CAUSE OF THE CONTRACT**

SEGUNDA: LA SEGUNDA PARTE se obliga a prestar a la PRIMERA PARTE los servicios que se describen en los siguientes anejos:

- Anejo I Titulado – **Caribbean and Materials Schedule for Invoicing** – el cual consta de 4 páginas
- Anejo II Titulado – **Disaster Recovery and Emergency Services Agreement** – el cual consta de 9 páginas (adjuntos omitidos)
- Anejo III Titulado – **Rate & Material Estimated Pricing Tool** – el cual consta de 1 página

El "Rough Order Of Magnitude" ("ROM"), el cual es el Anejo 3, indica la cantidad de \$455,399.84, sujeto a cambios en las órdenes, adiciones o reducciones en el contrato, dependiendo con las situaciones particulares que puedan surgir cuando se comiencen las labores. El ROM es calculado conforme el mercado del caribe de BELFOR y los materiales, conforme lo expresa en el Anejo I. Si el ROM es alcanzado previo a la Segunda Parte completar las labores, la Primera Parte no tendrá obligación de continuar la contratación salvo pacto por escrito en contrario.

Cualquier alteración al presente contrato deberá ser pactada por escrito entre las partes. -----

SECOND: *The SECOND PART agrees to provide the services that are described in the following attachments to the FIRST PART:*

- *Attachment I- Caribbean and Materials Schedule for Invoicing, which has 4 pages*
- *Attachment II- Disaster Recovery and Emergency Services Agreement, which has 9 pages (attachments omitted)*
- *Attachment III- Rate and Material Estimated Pricing Tool, which has 1 page*

The Rough of Order Magnitude (ROM), which is Attachment III, indicates the amount of \$455,399.84 subject to changes in orders, additions or reductions in the contract, depending on the situations that may arise when labor begins. The ROM is calculated based on Belfor's Caribbean market and the materials needed, as expressed in Attachment I. If the ROM is reached before the SECOND PART completes its work, the FIRST PART does not have the obligation to continue with the contract, unless a written agreement between the parties has been signed. Any alteration of this contract must be convened in writing by the Parties. -----

**III. FORMA Y MANERA DE PAGO:
COMPENSATION**

CUARTA: Los desembolsos efectuados por LA PRIMERA PARTE a base de las disposiciones de este Contrato serán pagados de la cifra de cuenta (2990)234-1220000-0000-081-2017 o cualquier otra cifra que identifique la Primera Parte, mediante el trámite establecido por el Departamento de Hacienda, previa presentación de facturas por servicios prestados, aceptadas y aprobadas por LA PRIMERA PARTE o su representante autorizado.-----

LA PRIMERA PARTE se compromete a pagar por servicios prestados por trabajo realizado dentro de un período de treinta (30) días contados a partir que la factura haya sido entregada y certificada por LA PRIMERA PARTE. De lo contrario, LA PRIMERA PARTE pagará la factura en el próximo ciclo mensual. En el caso de que LA SEGUNDA PARTE no provea los servicios en su totalidad, LA PRIMERA PARTE pagará la cantidad equivalente al servicio prestado. -----

FOURTH: The payments made by the FIRST PART under the dispositions of this contract will be paid from account (2990)234-1220000-0000-081-2017, or any other account identified by the FIRST PART, according to the procedures established by the Puerto Rico Treasury Department, previous presentation of invoices of services rendered, accepted, and approved by the FIRST PART or its authorized representative. -----

The FIRST PART agrees to pay for the services rendered within the first thirty days (30), counted from the date the invoice is receive and certified by the FIRST PART. If this doesn't happen, the FIRST PART will pay the invoice during the next monthly cycle. If the SECOND PART fails to provide the services in its totality, the FIRST PART will only pay for the equivalent of the service provided. -----

QUINTA: LA SEGUNDA PARTE certificará los servicios prestados mediante la presentación de factura bien detallada que incluya el número de factura, número de contrato, vigencia del contrato, fecha de otorgamiento del contrato, acompañada por un informe en el que se detalle la labor realizada y una descripción específica de los servicios prestados, de manera que **LA PRIMERA PARTE** pueda verificar si los servicios ofrecidos cumplen con lo aquí pactado. **LA SEGUNDA PARTE** reconoce y acepta renunciar al pago de facturas que no cumplan con las especificaciones antes mencionadas. Las facturas deberán ser enviadas al Departamento de la Familia, Oficina de Finanzas, Piso 4, Roosevelt Plaza #185, Ave. Roosevelt, Hato Rey, P.O. Box 11398, San Juan, Puerto Rico 00910-1398, salvo notificado por escrito y en contrario por la PRIMERA PARTE -----

Además, **LA SEGUNDA PARTE** entiende que toda factura presentada ante **LA PRIMERA PARTE** para el cobro deberá contener la siguiente certificación, conforme a la Orden Ejecutiva 2001-73: -----

"Bajo pena de nulidad absoluta certifico que ningún servidor público de LA PRIMERA PARTE es parte o tiene algún interés en las ganancias o beneficios producto del contrato objeto de esta factura y de ser parte o tener interés en las ganancias o beneficios producto del contrato ha mediado una dispensa previa. La única consideración para suministrar los bienes o servicios objeto del contrato ha sido el pago acordado con el representante autorizado de la agencia. El importe de esta factura es justo y correcto. Los servicios han sido prestados y no han sido pagados". -----

-----La SEGUNDA PARTE deberá registrarse en el Portal Electrónico a Suplidores según la Carta Circular 1300-22-18 – Certificación de Facturas de Proveedores carta circular se emite que todo Suplidor de las agencias del Gobierno. Todos aquellos Suplidores que comiencen a brindar servicios luego de esta fecha será compulsorio que se registren en el Portal de Pago Electrónico a Suplidores.-----

-----Los Suplidores deberán acceder al Portal de registro a través de la página del Departamento www.hacienda.pr.gov, oprimiendo la sección de Hacienda Virtual y seleccionando la opción de Registro Pago Electrónico de Suplidores. También pueden dirigirse directamente a través de la siguiente dirección electrónica <https://arra.hacienda.pr.gov/suplidoresweb/>.-----

FIFTH: The SECOND PART will certify the services provided through the presentation of a detailed invoice, which will include the invoice number, contract number, contract period, and the date the contract was granted, accompanied by a report that describes the labor that was carried out and a detailed description of the services rendered, so that the FIRST PART can verify that the services provided comply with what is convene here. The SECOND PART recognizes and accepts the relinquishment of any invoice that does not comply with the before mentioned specifications. The invoices must be sent to the Family Department, Financial Office, 4th Floor, Roosevelt Plaza # 185, Ave. Roosevelt, Hato Rey, P.O. Box 11398, San Juan, Puerto Rico 00910-1398, except otherwise notified in writing by the FIRST PART. -----

The SECOND PART understand that all invoices presented to the FIRST PART must include the following certification, in accordance with Executive Order 2001-73: -----

"Under penalty of absolute nullity, I certify that no public servant of the government entity is a party to or has an interest in the profits or benefits that are the product of the contract subject of this invoice,

and to be a party to or have an interest in the profits or benefits or resulting from the contract, under this invoice a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them.'

The SECOND PART must register in the Electronic Portal for Suppliers in accordance with Circular Letter 1300-22-18 of the Puerto Rico Treasury Department. The suppliers must access the registration portal through the Treasury Department website www.hacienda.pr.gov, click on the "Hacienda Virtual" section, and select the option "Pago Electronico de Suplidores". You can also Access directly through the following address: <https://arra.hacienda.pr.gov/suplidoresweb/>.

SÉXTA: Si la factura no fuera aceptada por LA PRIMERA PARTE, ésta deberá notificar a LA SEGUNDA PARTE los defectos encontrados en la factura. LA SEGUNDA PARTE se compromete a corregir dichos defectos en un término de cinco (5) días y a someter la factura corregida a LA PRIMERA PARTE. LA PRIMERA PARTE se compromete a revisar la factura corregida en un término de tiempo razonable.

SIXTH: If the invoice is not accepted, the FIRST PART will notify the SECOND PART of the defects found in the invoice. The SECOND PART agrees to correct the invoice within five (5) days and submit it to the FIRST PART. The FIRST PART agrees to review the invoice in a reasonable time frame.

IV. TÉRMINO DEL CONTRATO: TERM OF THE CONTRACT

SEPTIMA: Ambas partes reconocen que la vigencia de este contrato comenzará desde su otorgación **hasta el 31 de diciembre de 2018**, sujeto a órdenes de cambio, y sujeto a la disponibilidad de fondos provista por la Oficina de Presupuesto de LA PRIMERA PARTE. Este contrato podrá cancelarse por la PRIMERA PARTE por insuficiencia de fondos o por incumplimiento del contrato por parte de la SEGUNDA PARTE, o en cualquier momento cuando sea por un mejor bien común.

SEVENTH: Both PARTIES recognize that the effectiveness of this contract will start from the date is granted until December 31, 2018, subject to change orders, and availability of funds provided by the Office of Budget of the FIRST PART. The FIRST PART may cancel this contract at any time due to lack of funds or incompleteness of the contract by the SECOND PART.

OCTAVA: Conforme a los derechos y normas que rigen la contratación de servicios, la **SEGUNDA PARTE** toma conocimiento de que no se prestará servicio alguno bajo este contrato hasta tanto sea firmado por ambas partes y sea debidamente registrado. De la misma forma, no se brindará servicio alguno que no sea lo pactado en este contrato. La **SEGUNDA PARTE** no continuará dando servicios bajo este contrato a partir de su fecha de expiración o cuando dicha prestación conlleve el pago de una cantidad que sobrepase el total permitido para este contrato, excepto que a esa fecha exista una enmienda firmada por ambas partes y debidamente registrada. No se pagarán servicios prestados en violación a esta cláusula y a los términos y condiciones aquí pactadas y cualquier funcionario que solicite y acepte servicios de la **SEGUNDA PARTE** en violación a esta disposición, lo estará haciendo sin autoridad legal alguna, constituyendo su actuación una *ultra-vires* que no vincula a la **PRIMERA PARTE**.

EIGHT: In accordance with the norms and regulation that regulate service contracts, the SECOND PART acknowledges that it will not provide any service under this contract until it has been signed by both parties and registered. The SECOND PART will not continue to provide services under this contract if the contract has expired, or the service requires a payment in excess of the amount stipulated in this contract, unless at that time there is a signed amendment signed by both parties, and registered. Services provided in violation of this clause and the terms and conditions convened will not be paid. Any employee that solicits and accepts services offered by the SECOND PART in violation of this disposition, does it without any legal authority, constituting an ultra-vires action from their part, which does not oblige the FIRST PART.

NOVENA: La negligencia o incumplimiento de los términos y condiciones establecidos en este contrato por cualquiera de las partes constituirá causa suficiente para dar por terminado este contrato inmediatamente, sin necesidad de notificación previa.

NINTH: the negligence or noncompliance of the terms and conditions established in this contract by any of the parties constitutes sufficient cause to terminate the contract immediately, without previous notice.

V. RELACIÓN ENTRE LAS PARTES:

RELATIONSHIP BETWEEN THE PARTIES

DECIMA: La **SEGUNDA PARTE**, sus socios, asociados y empleados, si alguno, no tendrán derecho a licencia por enfermedad, vacaciones regulares o pago de bono ni cotizarán al Sistema de Retiro ni tendrán derecho a los beneficios del Seguro Médico de la **PRIMERA PARTE**, quedando convenido

que entre la PRIMERA PARTE y la SEGUNDA PARTE no existirá relación alguna de patrono y empleado.

TENTH: *The SECOND PART, its partners, associates, and employees do not have a right to sick leave, regular vacations or payment for bonuses, nor do they do not qualify for the retirement system, or medical insurance of the FIRST PART. Therefore, it is convened that there is no employer-employee relationship between the FIRST and SECOND PART.*

VI. CERTIFICACIONES: CERTIFICATIONS

DECIMAPRIMERA: Las Partes garantizan que ningún funcionario, empleado público o algún miembro de sus unidades familiares tiene o ha tenido en los últimos cuatro (4) años, directa o indirectamente, interés pecuniario en las ganancias o beneficios producto de este contrato.

ELEVENTH: *The PARTIES guarantee that no employee, official, or any member of its family unit has or had in the last four (4) years, directly or indirectly, any pecuniary interest or obtained financial benefit from this contract.*

DECIMASEGUNDA: La SEGUNDA PARTE certifica que:

- a) Ningún servidor público de la PRIMERA PARTE le ha solicitado o aceptado, directa o indirectamente, para él o ella, para algún miembro de su unidad familiar o para cualquier persona, negocio o entidad, bien alguno de valor económico, incluyendo regalos, gratificaciones, favores, servicios, donativos, préstamos o promesas a cambio de que la actuación de dicho servidor público esté influenciada a favor de él o de la entidad o por cualquier otra razón que le beneficie de forma alguna. El término unidad familiar incluye al cónyuge del servidor o servidora pública, a los hijos dependientes de éste o ésta, o aquellas personas que comparten con éste o ésta su residencia legal, o cuyos asuntos financieros están bajo el control *de jure* o *de facto* de dicho servidor.
- b) Ningún servidor público le solicitó o aceptó bien alguno de valor económico, vinculados a esta transacción, de persona alguna de su entidad como pago por los deberes y responsabilidades de su empleo.
- c) No tiene relación de parentesco, dentro del cuarto grado de consanguinidad y segundo por afinidad, con ningún servidor público que tenga facultad para influenciar y participar en las decisiones institucionales de la PRIMERA PARTE.
- d) No ha sido convicto, no se ha declarado culpable o no tiene conocimiento de que es objeto de investigación en un proceso civil o criminal en el foro estatal o federal por hechos relacionados con un delito contra el erario público, la fe o función pública o que involucre el mal uso de los fondos o propiedad pública, conforme a los periodos dispuestos en la Ley 458 de 29 de diciembre de 2000, según enmendada. Expresamente se reconoce que ésta es una condición esencial del presente contrato y, de no ser correcta en todo o en parte la anterior certificación, esto será causa suficiente para que la SEGUNDA PARTE tenga que reintegrar a la PRIMERA PARTE toda suma de dinero recibida bajo este Contrato. Esta obligación es de naturaleza continua durante todas las etapas de la contratación y ejecución del contrato.

TWELVETH: *The SECOND PART certifies that:*

- a) *No official of the FIRST PART has solicited or accepted, directly or indirectly, for his/her or any member of his/her family or any person a financial benefit, which includes gifts, gratifications, favors, donations, favors, services, loans or promises in exchange for the official's influence over the entity in any matter or form. The term family unit includes the official's spouse, children that are dependent upon him, and any person that shares his/her legal residence, or whose finances are de jure or de facto under the official's control.*
- b) *No official solicited or accepted a financial benefit related to this transaction from any person from the entity as payment for the duties and responsibilities of his employment.*
- c) *There is no parental relationship, within the fourth grade by consanguinity or second grade by affinity, between any official that has the capacity to influence or participate in the institutional decisions of the FIRST PART.*
- d) *It has not been convicted, entered a guilty plea, or has any knowledge of being investigated civil or criminally at the state or federal level for crimes against the public treasury, faith or public function, or that involves the mismanagement of funds or public property, as defined in Law 458 of December 29, 2000, as amended. It is expressly recognized that this is an essential condition of this contract, and that if any part of this certification is false the SECOND PART will have to refund all the money received as part of the contract to the FIRST PART. This is a continuous obligation during the contracting and implementation stages of the contract.*

DECIMATERCERA: La SEGUNDA PARTE se hace responsable de hacer la aportación patronal e individual del Seguro Social Federal, a través del Negociado de Rentas Internas Federal. La PRIMERA PARTE notificará al Negociado de Contribución Sobre Ingresos del Departamento de Hacienda del Gobierno de Puerto Rico los pagos o reembolsos que sean efectuados a la SEGUNDA PARTE. Así también, se expresa que, la PRIMERA PARTE hará las correspondientes retenciones y descuentos de los pagos efectuados a la SEGUNDA PARTE, conforme a las enmiendas al

Reglamento relativo a la Ley de Contribuciones Sobre Ingresos de 1954, según enmendado. La **PRIMERA PARTE** retendrá hasta el siete por ciento (7%) del pago, adeudado a la **SEGUNDA PARTE**, por servicios prestados según dispone la Sección 143 C de la Ley de Contribuciones sobre Ingresos de 1954, según enmendada, de conformidad con los reglamentos aprobados por el Secretario de Hacienda. A menos que la **SEGUNDA PARTE** provea a la **PRIMERA PARTE** un relevo emitido por el Departamento de Hacienda que disponga que la **SEGUNDA PARTE** cumple con las disposiciones de la sección 1143 (g) del Código de Rentas Internas de Puerto Rico de 1994, según enmendado, para que se le retenga sólo el tres por ciento (3%). La **SEGUNDA PARTE** se obliga como condición necesaria a este Contrato presentar las certificaciones, relevos y otros documentos que acrediten su situación contributiva que sean requeridos por la **PRIMERA PARTE** o su representante autorizado. -----

La **PRIMERA PARTE** le retendrá a la **SEGUNDA PARTE**, a tenor con lo dispuesto en la Sección 1 de la Ley 48 del 30 de junio de 2013 por concepto de aportación especial el uno punto cinco (1.5%) por ciento del pago adeudado. El pago se aplicará a todo pago realizado y ninguna cantidad quedará exenta según se establece en la Carta Circular 1300-0114 del Departamento de Hacienda. A esta aportación especial no le será de aplicación la exención de los primeros mil quinientos dólares (\$1,500.00) que permite el Código de Rentas Internas. -----

THIRTEETH: The **SECOND PART** is responsible for making the employer and individual contribution to the Social Security, through the Federal Internal Revenue Service. The **FIRST PART** will notify the Contribution Revenue of the Treasury Department of Puerto Rico the payments or reimbursement made on behalf of the **SECOND PART**. The **FIRST PART** will make the required withholdings and discounts in accordance with the regulations of the Internal Revenue Code of 1954, as amended. The **FIRST PART** will retain the **SECOND PART** up to seven percent (7%) of the payment for services rendered in accordance with Section 143 C of the Internal Revenue Code, unless the **SECOND PART** provides the **FIRST PART** with a relief by the Treasury Department stating it complies with the dispositions of section 1143(g) of the Internal Revenue Code of 1994, and only three percent (3%) of the payment will be retained. The **SECOND PART** agrees, as a condition of this contract, to present the certifications, reliefs, and other documents that accredits its revenue situation required by the **FIRST PART** or its authorized representative. -----

The **FIRST PART**, in accordance with Section 1 of Law No. 48 of June 30, 2013, will retain one-point five percent (1.5%) of the payment as a special contribution. The payment will apply to all payments made and no amount will be exempt, as established in Circular Letter 1300-0114 of the Treasury Department. This special contribution does not qualify for the first one thousand five (\$1,500.00) exemption allowed by the Internal Revenue Code. -----

DECIMACUARTA: La **SEGUNDA PARTE** certifica y garantiza que al momento de suscribir este Contrato no ha rendido su planilla contributiva durante los cinco (5) años previos a este Contrato, toda vez que no ha tenido operaciones en Puerto Rico y no ha advenido en tal obligación, y no adeuda contribuciones al Gobierno de Puerto Rico, al Centro de Recaudaciones de Ingresos Municipales (CRIM) o por concepto de seguro por desempleo, de incapacidad temporal y de seguro social para choferes (el que aplique); o, si adeuda contribuciones, se encuentra acogida a un plan de pago con cuyos términos y condiciones está cumpliendo. -----

FOURTEENTH: The **SECOND PART** certifies and guarantees that at the moment of subscribing this contract it has file its tax returns during the five (5) years previous to this contract, and does not owe taxes to the Government of Puerto Rico, the Municipal Revenue Collection Center, unemployment insurance, temporary incapacity insurance, or driver's insurance (whichever apply); and if it owes taxes it has a payment plan and is complying with its terms and conditions. -----

DECIMAQUINTA: En el caso de que la **SEGUNDA PARTE** tenga alguna deuda contributiva, pero la misma esté en proceso de revisión o ajuste, la **SEGUNDA PARTE** se compromete, en el caso de que no proceda la revisión o ajuste, a cancelar la deuda mediante retención en los pagos a los que tenga derecho a recibir en virtud de este Contrato. -----

FIFTEENTH: If the **SECOND PART** has a tax debt but is in the process of reviewing or adjusting it, and the review or adjustment is not granted, the **SECOND PART** agrees to cancel the debt through the retention of payments it has a right to receive in virtue of this contract. -----

DECIMASEXTA: La **PRIMERA PARTE** enviará a la Oficina del Contralor copia de este contrato y cualesquiera enmienda o extensión dentro de los quince (15) días siguientes a la fecha de su otorgamiento, conforme al Reglamento Número 33 sobre Registro de Contratos Gubernamentales y Envío de Copias de la Oficina del Contralor y a la legislación y jurisprudencia aplicable. La **SEGUNDA PARTE** reconoce que éste es un requisito legal para perfeccionar contratos gubernamentales, por lo que hasta que no reciba una certificación de la **PRIMERA PARTE** a tales efectos, no podrá rendir servicios o entregar bienes o productos. -----

SIXTEENTH: The **FIRST PART** will send the Office of the Comptroller a copy of this contract, as well any amendments or extension granted, within fifteen (15) days from the date the contract is granted, in accordance with Regulation No. 33 concerning the Registration of Government Contracts and Sending of Copies of the Office of the Comptroller, and the legislation and cases applicable. The **SECOND PART** recognizes that this is a legal requirement to perfect government's contracts, and cannot provide services or goods until it receives a certification by the **FIRST PART** that this procedure has been completed. -----

DECIMASEPTIMA: La **SEGUNDA PARTE** reconoce y certifica que al momento de la firma de este Contrato se le ha entregado copia fiel y exacta de la Ley de Ética Gubernamental, y sus enmiendas, y del Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Gobierno de Puerto Rico. La **SEGUNDA PARTE** se compromete, además, a cumplir las disposiciones establecidas en éstos y a notificar a la **PRIMERA PARTE** cualquier situación que pueda resultar en un incumplimiento de los mismos. -----

SEVENTEENTH: The **SECOND PART** recognizes and certifies that at the time of the signing of this contract it has been given a copy of the Government's Ethics Law, and its amendments, as well as the Ethics Code for Contractors, Suppliers, and Solicitors of Economic Incentives of the Executive Agencies of the Government of Puerto Rico. The **SECOND PART** agrees to comply with the dispositions of these regulations and will notify the **FIRST PART** of any situation that may result in noncompliance. -----

DECIMAOCTAVA: La **PRIMERA PARTE** es una agencia gubernamental que no discrimina por razón de edad, raza, color, sexo, origen social o nacional, impedimento físico o mental, condición social, ideas políticas o religiosas. La **SEGUNDA PARTE** certifica que no discrimina ni discriminará por ninguna de las razones especificadas ni por ninguna otra protegida por ley en la realización de los servicios contratados o sus gestiones de negocio. -----

EIGHTEENTH: The **FIRST PART** is a government agency that does not, and shall not discriminate on the basis of age, race, color, sex social origin, nationality, physical or mental impairment, social condition, political or religious ideas. The **SECOND PART** certifies that in the provision of the services contracted or business management, it does not discriminate, and it will not discriminate against any of the reasons specified or any other protected provision under the law. -----

DECIMANOVENA: La **SEGUNDA PARTE** expresamente reconoce que éstas certificaciones son condiciones esenciales del presente contrato y de no ser correctas en todo o en parte las anteriores certificaciones, será causa suficiente para que la **PRIMERA PARTE** pueda dejar sin efecto el contrato y la **SEGUNDA PARTE** tendrá que devolver y reintegrar a la **PRIMERA PARTE** toda suma de dinero recibida bajo este contrato. Todos los subcontratistas autorizados a prestar servicios bajo este contrato también deberán cumplir con los requisitos de certificaciones antes indicadas. -----

NINETEENTH: The **SECOND PART** expressly recognizes that these certifications are an essential part of this contract, and if any of them or part of them are not true, the **FIRST PART** may withdraw from this contract, and the **SECOND PART** must reimburse the **FIRST PART** all the money that it received under this contract. All the subcontractors authorized to provide services under this contract must also comply with the certifications before mentioned. -----

VII. GARANTÍA: **WARANTEES**

VIGESIMA: Para las labores relacionadas a hongos, entre otras, una vez un evaluador designado por la **PRIMERA PARTE** determine que la **SEGUNDA PARTE** ha completado sus labores satisfactoriamente, conforme los estándares de la industria y el Gobierno local, se dará por completado la labor de la **SEGUNDA PARTE**. En ese momento, la **SEGUNDA PARTE** queda relevada de su responsabilidad relacionada a sus labores. La **PRIMERA PARTE** proveerá a la **SEGUNDA PARTE** copia del reporte del "Industrial Hygenist" una vez completado. -----

La **SEGUNDA PARTE** no será responsable por concepto de garantía después de que la **PRIMERA PARTE** haya firmado el documento de aceptación de trabajo completado firmado por la persona designada por la **PRIMERA PARTE**. -----

TWENTY: For the labor related to mold, the work of the **SECOND PART** will be deemed completed once the evaluator designated by the **FIRST PART** determines that the **SECOND PART** has completed its work satisfactorily, according to the industry and government standards. At that moment the **SECOND PART** will be released of its responsibility related to its labor. The **FIRST PART** will provide the **SECOND PART** a copy of the Industrial Hygenist report once its completed. -----

VIGESIMAPRIMERA: Todos los servicios provistos por la **SEGUNDA PARTE** serán de calidad profesional, conforme a las normas y prácticas generalmente aceptadas en la industria. -----

TWENTY-FIRST: The services provided by the **SECOND PART** will be of professional quality, subject to the norms and industry standards. -----

VIGESIMASEGUNDA: La **SEGUNDA PARTE** presentó los documentos que se enumeran a continuación y que le son requeridos a todo contratista gubernamental por la Oficina del Contralor de Puerto Rico y otras agencias fiscalizadoras, acorde con la Carta Circular Núm. 1300-16-16, parte VII, párrafo E, del Departamento de Hacienda: -----

--- 1) Declaración Jurada certificando que no ha sido convicto de delito grave o menos grave en o fuera de Puerto Rico. -----

---2) Lista de contratos vigentes con agencias, municipios o instrumentalidades del Gobierno de Puerto Rico. -----

---3) **Certificación Negativa de Caso de Pensión Alimentaria** expedida por la Administración para el Sustento de Menores (ASUME) o plan de pago vigente.-----

---4) Certificado de incorporación.-----

---5) Certificado de existencia y/o "good standing".-----

---6) Declaración jurada sobre no responsabilidad contributiva con el Gobierno de Puerto Rico.-----

TWENTY-SECOND: The SECOND PART presented the documents listed below, which are required of all government contractors by the Comptroller Office of Puerto Rico, and other agencies, in accordance with Circular Letter Num. 1300-16-16, part VII, paragraph E of the Treasury Department:-----

- 1) Sworn Statement indicating that it has not been convicted of any crimes in and outside of Puerto Rico.
- 2) List of current contracts with agencies, municipalities or other instrumentalities of the Government of Puerto Rico.
- 3) Negative Certification of Owning Child Support issued by the Assistant Administration for Child Support (ASUME by its Spanish acronym), or a valid payment plan.
- 4) Certificate of Incorporation or authorization to do business in Puerto Rico.
- 5) Certificate of Good Standing
- 6) Sworn Statement of no debt certification in Puerto Rico.

VIII. RELEVO DE RESPONSABILIDAD: WAIVER OF RESPONSABILITY

VIGESIMATERCERA: La **SEGUNDA PARTE** se obliga a indemnizar, defender y relevar de responsabilidad a la **PRIMERA PARTE**, a sus funcionarios, oficiales y empleados de y contra cualquier reclamación que surja en virtud de las leyes locales y federales, así como de los reglamentos, ordenanzas y disposiciones relacionadas que surjan por cualquier acto u omisión de la **SEGUNDA PARTE** por no obedecer o desconocer los mismos. Esta exoneración y relevo se interpretará de la forma más favorable para la **PRIMERA PARTE** e incluye el relevo de pago de cualquier sentencia, penalidad o transacción, así como gastos de litigios, intereses u honorarios de abogados.-----

TWENTY-THIRD: The SECOND PART agrees to indemnify, defend, and hold harmless the FIRST PART, its directors, officials, and employees against any claim that may arise by virtue of local and federal laws, and the regulations, ordinances, and dispositions that may arise due to any act or omission of the SECOND PART. This hold harmless will be interpreted in the most favorable manner towards the FIRST PART and shall include the waiver of payments of any judgement, penalties or assessment, as well as all litigation expenses, interest or attorney's fees.-----

VIGESIMACUARTA: De igual forma y en las mismas circunstancias, la **SEGUNDA PARTE** se obliga a indemnizar, defender y relevar de responsabilidad a la **PRIMERA PARTE** por pérdida o daño alguno que pueda sufrir cualquier persona jurídica o natural, por razón o con motivo de la ejecución, operación o actividad objeto de este contrato y realizada por la **SEGUNDA PARTE**, incluyendo actuaciones de empleados o representantes autorizados de la **SEGUNDA PARTE**, en cuyo caso, acuerda relevar a la **PRIMERA PARTE** de cualquier reclamación en estas circunstancias. Esta exoneración y relevo se interpretará de la forma más favorable para la **PRIMERA PARTE** e incluye el relevo de pago de cualquier sentencia, penalidad o transacción, así como gastos de litigios, intereses u honorarios de abogados.-----

TWENTY-FOUR: In the same manner and circumstances the SECOND PART agrees to indemnify, defend, and hold harmless the FIRST PART against any loss or damage that may suffer any natural or juridical person, due to the execution, operation or activity object of this contract, carried out by the SECOND PART, including its employees or authorized personnel, in which case the SECOND PART agrees to hold harmless the SECOND PART of any reclamation in these circumstances. This exoneration and hold harmless must be interpreted in the most favorable manner towards the FIRST PART and shall include the waiver of payments of any judgements, penalties, or assessment, as well as litigation expenses, interest or attorney's fees.-----

VIGESIMAQUINTA: La **SEGUNDA PARTE** desde ahora libera y exonera de toda responsabilidad a la **PRIMERA PARTE**, sus empleados, funcionarios, participantes e invitados por cualquier daño o pérdida que pueda sufrir cualquier propiedad de la **SEGUNDA PARTE**, si el daño o pérdida no es atribuible a negligencia u omisión de la **PRIMERA PARTE**.-----

TWENTY-FIFTH: The SECOND PART frees and exonerates the FIRST PART, its employees, directors, participants and guests of all responsibility cause by any harm or loss that the property of the SECOND PART may suffer, if the harm or loss cannot be attributed to the negligence or omission of the FIRST PART.-----

VIGESIMASEXTA: Las partes se relevan mutuamente por los daños y perjuicios que ocurran por el incumplimiento de las obligaciones contraídas en este Contrato y que esté directa o indirectamente relacionado a la ocurrencia de un evento de fuerza mayor. Para fines de este Contrato, se entenderá por fuerza mayor cualquier causa no atribuible a la culpa o negligencia, y que quede fuera del control, de la parte que reclame la ocurrencia de un evento de fuerza mayor. Entre éstos se pueden

enumerar, sin que esto sea una limitación: terremotos, huracanes (cuando no se han tomado las debidas previsiones o, a pesar de haberlas tomado, ocurren daños), tormentas, inundaciones, deslizamientos de tierra, fuegos y otros eventos de la naturaleza, siempre que sean razonablemente previsibles, explosiones, disturbios industriales o civiles, actos del enemigo público, guerra, bloqueos, boicots, motines, insurrecciones, y epidemias. Las partes tendrán el deber de tomar todas las medidas necesarias y a su alcance para minimizar la posibilidad de ocurrencia de daños en cualesquiera de los fenómenos mencionados, a las estructuras y facilidades objeto de este Contrato. La parte que reclame la ocurrencia de un evento de fuerza mayor tendrá que, dentro del término de cinco (5) días laborables, contados a partir de la ocurrencia de la alegada fuerza mayor, notificar la misma por escrito a la otra parte describiendo los pormenores del evento y su duración estimada. El peso de la prueba en cuanto a si ocurrió un evento de fuerza mayor o no, será de la parte que reclame que la misma ocurrió. -----

TWENTY-SIXTH: The PARTIES mutually waive each other of the harms and damages that may occur due to the noncompliance of the obligations contracted in this contract and that are directly or indirectly related to the occurrence of force majeure. In this contract force majeure is defined as any cause that cannot be attributed to harm or negligence, and that is out of the control of the party claiming force majeure. It includes, without being a limitation: earthquakes, hurricanes (when the necessary precautions have not been taken, or damages occur even if the necessary precautions were taken), storms, floods, mudslides, fires, and other natural events, if they are reasonably predicable, explosions, industrial or civil disturbances, acts against public enemy, war, boycotts, blockades, riots, insurrections, and epidemics. The parties have the responsibility to take all the necessary precautions that are available to them to minimize harm to the structures and facilities that are the subject of this contract. The party that claims the occurrence of a force majeure event must do so within five (5) working days, computed from the time of the force majeure event, and must notify the occurrence in writing to the other party, describing the event and its estimated duration. The party claiming force majeure has the burden of proof of whether the event happened. -----

VIGESIMASEPTIMA: Los acuerdos establecidos en esta sección continuarán en vigor aún después de la terminación de este contrato.-----

TWENTY-SEVEN: The agreements reached in this section will continue to be valid even after the termination of the contract. -----

IX. SEGUROS: INSURANCE

VIGESIMAOCTAVA: La **SEGUNDA PARTE** certifica que cumple y mantiene y mantendrán al día durante el término de este Contrato todas las pólizas de seguro aplicables, entre las que se encuentran: póliza del Fondo del Seguro del Estado para sus respectivos empleados y aquellas pólizas de seguro aplicables. -----

TWENTY-EIGHT: The **SECOND PART** certifies that it complies and will maintain up to date, during the duration of this contract, all the applicable insurance policies, such as the state insurance fund for its employees. -----

X. OFICINA DE GERENCIA PRESUPUESTO: OFFICE OF MANAGEMENT AND BUDGET

VIGESIMANOVENA: Conforme a la Carta Circular 155-18 emitida por la Oficina de Gerencia y Presupuesto, se certifica que previo a la otorgación del contrato el mismo fue debidamente autorizado. -----

TWENTY-NINE: In accordance with Circular letter 155-18 by the Office of Management and Budget, it is certified that the contract was previously authorized before it was granted. -----

XI. SECRETARIA DE LA GOBERNACIÓN SECRETARY OF GOVERNMENT

TRIGESIMA: Conforme al Memorando Núm. OSG-2018-002 emitida por la Secretaría de la Gobernación se certifica que previo a la otorgación del contrato el mismo fue debidamente autorizado. -----

THIRTY: In accordance with Memorandum Num. OSG-2018-002 issued by the Secretary of Government, we certify that this contract was authorized prior to being granted. -----

TRIGESIMAPRIMERA: Servicios Interagenciales: Ambas partes contratantes reconocen y acceden a que los servicios contratados podrían ser brindados a cualquier entidad de la Rama Ejecutiva con la cual la entidad contratante realice un acuerdo interagencial o por disposición directa de la Secretaria de la Gobernación. Estos servicios se realizarán bajo los mismos términos y condiciones en cuanto a horas de trabajo y compensación consignados en este contrato. Para efectos de esta cláusula, el término "entidad de la Rama Ejecutiva" incluye a todas las agencias del

Gobierno de Puerto Rico, así como a las instrumentalidades y corporaciones públicas y a la Oficina del Gobernador.

THIRTY-ONE: *Interagency Services: both parties recognize and agree that the services contracted could be provided to any entity of the Executive Branch with whom the SECOND PART carries out an interagency agreement, or by direct disposition of the Secretary of Government. The services would be provided under the same labor hours and compensation consigned in this contract. For this contract the term "Executive Branch" includes all the agencies of the Government of Puerto Rico, its instrumentalities, public corporations and the Governor's Office.*

TRIGESIMASEGUNDA: Terminación: La Secretaría de la Gobernación tendrá la facultad para dar por terminado el presente contrato en cualquier momento.

THIRTY-TWO: Termination: *The Secretary of Government has the faculty to terminate this contract at any moment.*

XII. SUBCONTRATACIÓN: SUB-CONTRACT

TRIGÉSIMATERCERA: La **SEGUNDA PARTE** no podrá subcontratar los servicios objeto de este Contrato, ni podrá contratar perito u otras personas, sin la previa autorización por escrito de la **PRIMERA PARTE**. Los subcontratistas autorizados conforme a esta cláusula tendrán que cumplir con los mismos requisitos exigidos a la **SEGUNDA PARTE**.

THIRTY-THREE: *The SECOND PART cannot sub contract the services subject of this contract, or contract experts or other persons, without the written authorization of the FIRST PART. The authorized sub-contractors must comply with the same requirements as the SECOND PART.*

XIII. DISPOSICIONES GENERALES: GENERAL DISPOSITIONS

TRIGESIMACUARTA: La **PRIMERA PARTE** o cualesquiera de sus funcionarios debidamente autorizados tendrá acceso a cualquier libro, documento, papel o registro de CONTRATISTA que esté directa o indirectamente relacionado con este contrato para efectos de auditoría, monitoria, investigación, transcripciones y cualquier otro asunto que entienda necesario.

THIRTY-FOUR: *The FIRST PART or any of its authorized officials shall have access to any contract book, document, paper or registry that is directly or indirectly related with this contract for audit, investigate, monitoring purposes, or any other purpose it might be necessary.*

TRIGESIMAQUINTA: La **SEGUNDA PARTE** conviene en conservar los informes y demás documentos relacionados con su labor para ser examinados o copiados por la Oficina del Contralor de Puerto Rico y cualquier otra agencia fiscalizadora debidamente autorizada en sus intervenciones. Además, la **SEGUNDA PARTE** se compromete a conservar dichos documentos por un período no menor de seis (6) años o hasta que se efectúe una intervención por la Oficina del Contralor o la agencia fiscalizadora, lo que ocurra primero.

THIRTY-FIFTH: *The SECOND PART agrees to conserve the reports and documents related to its labor so that they can be examined by the Office of the Comptroller, and any other authorized agency. The SECOND PART agrees to conserve said documents for a period of at least six (6) years or the intervention by the Office of the Comptroller or the authorized agency occurs, which ever happens first.*

TRIGESIMASEXTA: Los precios ofrecidos de la **SEGUNDA PARTE** y aceptados por la **PRIMERA PARTE** regirán durante la vigencia del contrato. El mismo no variará bajo ninguna circunstancia.

THIRTY-SIX: *The prices offered by the SECOND PART and accepted by the FIRST PART will be in effect during the effectiveness of the contract. They will not be changes under any circumstance.*

TRIGESIMASEPTIMA: La **SEGUNDA PARTE** acuerda que todo dato e información de la **PRIMERA PARTE** será salvaguardando con el mismo grado de cuidado y confidencialidad que la **SEGUNDA PARTE** da a sus datos de propiedad.

La **SEGUNDA PARTE** ni cualquiera de sus empleados o agentes podrán divulgar, transferir, asignar, vender, autorizar, conceder franquicia, subarrendar o de cualquier forma transmitir los datos e información de la **SEGUNDA PARTE** en forma alguna a terceras partes, persona u organización excepto que sea específicamente acordado por escrito con la **PRIMERA PARTE**.

En caso de que la **SEGUNDA PARTE** intente usar o transmitir parte de los datos e información de la **PRIMERA PARTE** en una forma contraria a los términos de este contrato, la **PRIMERA PARTE** tiene el derecho, además de cualquier otro remedio disponible a éste, de obtener un interdicto de prohibición con relación a estos actos, de reconocerse que otros no son adecuados.

THIRTY-SEVEN: *The SECOND PART agrees that all information and data of the FIRST PART will be guarded with the same care and confidentiality that the SECOND PART gives its data.*

Neither the SECOND PART nor any of its employees or agents can divulge, transfer, assign, sell, authorize, lease, sub lease or transfer in any matter the data and information of the FIRST PART to third persons, except when it is agreed upon in writing. -----

The FIRST PART has the right to file an injunction, or any other legal remedy available, in case the SECOND PART tries to use or transmit any data or information in a way that his contrary to what has been stipulated. -----

TRIGESIMAOCTAVA: La **SEGUNDA PARTE** deberá mantener vigente y al día una póliza de seguro de compensación por accidentes del trabajo emitida por la Corporación del Fondo del Seguro del Estado para todos sus empleados que de alguna manera u otra intervengan en la realización de las obligaciones contraídas en este contrato y por un mínimo de un millón de dólares (\$1,000,000.00) -----

THIRTY-EIGHT: The **SECOND PART** must maintain a workmen's compensation of at least one million dollars (\$1,000,000.00) issued by the State's Insurance Fund Corporation for all its employees that intervene in the realization of the obligations contracted in this contract. -----

XIV. DEPARTAMENTO DE JUSTICIA: JUSTICE DEPARTMENT

TRIGESIMANOVENA: conforme requiere la Carta Circular 2009-01 del Departamento de Justicia. La **SEGUNDA PARTE** certifica lo siguiente por lo cual estampa sus iniciales en cada uno de los incisos:

_____. 1. La **SEGUNDA PARTE** certifica que no ha sido convicta ni se ha encontrado causa probable para su arresto por ningún delito contra el erario, la fe o la función pública, contra el ejercicio gubernamental o que involucre fondos o propiedad pública. -----

_____. 2. La **SEGUNDA PARTE** certifica que ni ella ni ninguno de sus accionistas, socios u oficiales ha sido convicto ni se ha encontrado causa probable para su arresto por ningún delito contra el erario, la fe o la función pública, contra el ejercicio gubernamental o que involucre fondos o propiedad pública. -----

_____. 3. La **SEGUNDA PARTE** acepta y reconoce que se resolverá el contrato, en caso de que se encuentre causa probable para su arresto por la comisión de un delito contra el erario, la fe o la función pública, contra el ejercicio gubernamental o que involucre fondos o propiedad pública, en el ámbito federal o estatal. -----

_____. 4. La **SEGUNDA PARTE** acepta y reconoce su deber de informar de manera continua, durante la vigencia del contrato, cualquier hecho que se relacione con la conducción de cualquier investigación por la comisión de un delito contra el erario, la fe o la función pública, contra el ejercicio gubernamental o que involucre fondos o propiedad pública, en el ámbito federal o estatal. Se establece que esta obligación es de naturaleza continua durante todas las etapas de la contratación y ejecución del contrato. -----

_____. 5. La **SEGUNDA PARTE** certifica que durante los 10 años previos a la formalización del contrato no ha cometido un delito contra el erario, la fe o la función pública, contra el ejercicio gubernamental o que involucre fondos o propiedad pública, en el ámbito federal o estatal. En los casos donde no se haya determinado la causa probable para arresto, alegación de culpabilidad ni acusación contra el contratista, pero se hayan realizado expresiones o admisiones de delito, el jefe de la Agencia tendrá que remitir el asunto al Secretario de Justicia quien realizará las determinaciones y recomendaciones pertinentes en cuanto a dicho contratista. -----

THIRTY-NINE: In conformity with Circular Letter 2009-01 of the Justice Department the **SECOND PART** certifies the following, and therefore initializes each of the statements below:

_____. 1. The **SECOND PART** certifies that it has not been convicted, or probable cause for arrest has been found, for crimes against the treasury, faith or public function, government functioning, or crimes that involves public property or funds.

_____. 2. The **SECOND PART** certifies that it or any of its chairholders, partners or officials have not been convicted, or probable cause for arrest has been found, for committing a crime against the treasury, faith or public function, government functioning, or crimes that involve public funds or property.

_____. 3. The **SECOND PART** accepts and recognizes that this contract will be terminated if probable cause for arrest is found for committing crimes against the treasury, faith or public functioning, government functioning, or crimes that involve public funds and property, at the state and federal level.

_____. 4. The **SECOND PART** accepts and recognizes its duty to continuously inform, during the effectiveness of this contract, any event that results in the investigation of a crime against the treasury, faith or government function, or crimes that involve public funds or property, at the state or federal level. This obligation is ongoing and must be followed during all the contracting and executing stages of the contract.

_____. 5. The **SECOND PART** certifies that during the last ten (10) years previous to the formalization of this contract it has not committed any crimes against the treasury, faith or public function, government

functioning, or crimes that involve public funds or property, at the state or federal level. If probable cause for arrest has not been determined, but expressions or admittance of guilt have been made, the Director of the Agency must refer the issue to the Secretary of Justice, who will make the necessary determinations and recommendations.

XV. JURISDICCIÓN Y COSTAS LEGALES:
JURISDICTION AND LEGAL FEES

CUADRIGESIMA: Las leyes del Gobierno de Puerto Rico, así como las leyes y reglamentos federales aplicables son las que gobiernan este contrato. De tener que acudir a un Tribunal de Justicia, cualquiera de las partes, de antemano pactan que se someterán a la jurisdicción del Tribunal General de Justicia de Puerto Rico, en cuanto a las costas legales, las mismas serán determinadas y pagadas de acuerdo con lo que el Tribunal estipule. -----

FORTY: This contract shall be construed and interpreted in accordance to the laws of the Government of Puerto Rico, as well as any applicable Federal rules and Regulations. Each party hereto submits to the jurisdiction of the Court of First Instance of the Government of Puerto Rico, and any legal costs shall be determined and paid in accordance to the Court's stipulations. -----

XVI. SEPARABILIDAD:
SEPARATENESS

CUADRIGESIMAPRIMERA: Las Partes estipulan que las cláusulas y condiciones de este contrato son independientes y separadas entre sí y que la nulidad de una o más de las cláusulas del mismo no afectará la validez de las demás cláusulas y condiciones aquí establecidas las cuales se obligan a cumplir. De surgir una discrepancia entre el presente contrato y sus anejos, prevalecerá el presente contrato. Igualmente, de surgir una controversia entre lo redactado en español y aquello redactado en inglés, prevalecerá lo redactado en inglés. -----

FORTY-ONE: If any provision of this contract is held invalid under any applicable statute or rule of law, such invalidity shall not affect other provisions of this contract and to this end, the provisions of this contract are agreed to be separable. Should a discrepancy arise between the English and Spanish version of this contract, the English version shall prevail. -----

ACEPTACIÓN
ACCEPTANCE

Y PARA QUE ASÍ CONSTE, las partes aceptan este Contrato después de haber leído el mismo en todas sus partes y manifiestan estar de acuerdo con su redacción por estar conforme con todo lo estipulado y lo ratifican firmándolo y estampando sus iniciales en el margen izquierdo de cada hoja del contrato, hoy _____ de _____ de 2018.

IN WHITNESS WHEREFORE, the parties accept this contract as drafted because it has been drawn in accordance with their stipulations, agreement, terms and conditions, and ratify it by signing and initializing each page on the left side, today _____ of _____ of 2018.

 Lcda. Glorimar de L. Andújar Matos
 Secretaria quien delegó su firma en la
 Subsecretaria, Sra. Evelyn Velázquez Vega
 Departamento de la Familia
 660-70-7858
PRIMERA PARTE

 Paul Suchowski
 Representante
 BELFOR USA Group, Inc.
 841-30-9171
SEGUNDA PARTE

Yo, Corally Veguilla-Torres, Abogado del Departamento de la Familia Certifico que he revisado este contrato en todos sus pormenores y habiendo encontrado el mismo satisfactorio desde el punto de vista legal, recomiendo su firma.

 Firma

 Fecha

INVOICING (Attachment 1/ Anejo I Titulado) Effective Date: March 2016

BELFOR
PROPERTY RESTORATION**RATES AND INVOICE CONDITIONS**

§ I.

CODE

ITEMIZED SCHEDULED LABOR CLASSIFICATIONS

REGULAR RATE / HR

PROJECT MANAGEMENT:

APM	Assistant Project Manager	\$	85.00
PM	Project Manager	\$	125.00
PE	Project Estimator	\$	136.00
SPM	Senior Project Manager	\$	155.00
PC	Project Coordinator	\$	188.50

GENERAL CLASSIFICATIONS:

GL	General Labor	\$	41.00
AA	Administrative Assistant	\$	47.00
LF	Labor Foreman	\$	48.00
MS	Mobilization Support	\$	51.50
TD	Truck Driver	\$	60.00
DMT	Demolition Technician	\$	60.50
RCO	Resource Coordinator (Supply Technician)	\$	62.50
PA	Project Auditor (Documentation Clerk)	\$	68.00
EO	Equipment Operator	\$	71.50
HSO	Health & Safety Officer	\$	105.50

RESTORATION SERVICES (General):

RT	Restoration Technician	\$	62.50
RS	Restoration Supervisor	\$	68.00
DT	Dehumidification Technician	\$	81.50
MT	Mold Technician (Remediation Technician or Supervisor)	\$	81.50

RECONSTRUCTION SERVICES:

PT	Painter	\$	77.50
DP	Drywall Installer/Finisher	\$	84.50
CR	Carpenter (Framer/Finish)	\$	90.00
TF	Trade Foreman (Commercial Supervision)	\$	94.00

TECHNICAL SERVICES: (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)

TN	Technician	\$	81.50
TS	Technical Specialist	\$	90.50
TL	Team Leader	\$	105.50
TMR	Technician, Machinery Rebuild	\$	112.00

SEMICONDUCTOR SERVICES:

DM	Documentation Manager	\$	81.50
DC	Decon Technician	\$	105.50
DPM	Decon Project Manager	\$	181.00
DE	Decon Engineer	\$	206.00

ENVIRONMENTAL SERVICES:

HT	Hazmat/Asbestos Technician	\$	81.50
HLT	Hazmat/Asbestos Lead Technician	\$	90.50
HEO	Hazmat/Asbestos Equipment Operator	\$	97.00
HS	Hazmat/Asbestos Supervisor	\$	105.50
HPM	Hazmat/Asbestos Project Manager	\$	125.00

CONSULTING SERVICES:

CVP	President & Vice President	\$	225.00
CSC	Senior Consultant	\$	185.00
CCE	Consultant / Consulting Estimator	\$	145.00
CWP	Clerk of the Works-Production Person	\$	100.00
CAD	Administrative	\$	55.00
COC	Outside Consultants	\$	Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	\$	300.00
CFE	Appraisal & Umpire fees	\$	300.00

§ I.II **LABOR CALCULATION POLICY**

The guidelines for labor invoicing are as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any scheduled shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday and Sunday will be at 1.5 times the regular hourly rate. All hours worked on Holidays (see §I.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate.

After Hours Emergency Services: In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 5:00 p.m.-7:00 a.m.), 1.5 times the regular hourly rate will be charged.

§ I.III **LABOR CONSIDERATIONS**

- 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.
- 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the regular hourly rate (no overtime) will be charged.
- 3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 4). The hourly Scheduled Labor rates will be charged portal to portal for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications.

§ I.

RATES AND INVOICE CONDITIONS**§ I.IV. CONSULTING EXPENSES**

- 1). Reproduction of actual drawings at actual cost
- 2). Automobile mileage at IRS approved rate, tolls at cost with receipts over \$25.00
- 3). Overnight mail is priced at \$14.70/small package, \$29.40/large package
- 4). Photographs at \$1.00 per picture for standard size
- 5). Color copying at \$1.00 per page or actual cost if Kinko's or other service
- 6). Airfare, hotels, rental car rates and other travel expenses are billed at actual cost
- 7). Daily per diem rate at \$55.00 a day/based on (8) hour day

Note: *Fees for deposition and trial appearances are for a minimum eight-hour day @ \$300/hr for all consultants

§ II. SCHEDULED EQUIPMENT CHARGES (see § II.I Itemized Scheduled Equipment)

- 1). The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.
- 2). Small Tools Charge: Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc..., which are provided by BELFOR but are not included in the Scheduled Equipment list will be charged at 3% of total labor charges for all hands-on personnel (EO, GL, LF, RT, RS, DC, DMT, DT, MT, PT, DP, CR, TN, TS, HT, HLT, HEO). Any specialty items purchased for a project may be charged as per Section IV.
- 3). The Safety Equipment Packages (Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list.
- 4). During the course of performance of the work BELFOR may add additional equipment to the schedule.

§ III. SCHEDULED CONSUMABLES (see § III.I Itemized Scheduled Consumables)

- 1). Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost plus Contractor's 10% Overhead / 10% Profit (21%).
- 2). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule.
- 3). BELFOR reserves the right to change the unit rate of scheduled consumables affected by market conditions.
- 4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.

§ IV. VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT

- 1). Contractor's 10% overhead plus 10% profit (21%) will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.

§ V. REIMBURSABLES

- 1). Contractor's 15% mark-up will be added to the total of all reimbursables.
- 2). Standard per diem rates are \$50 per person per day. Per Diem will be charged for all traveling personnel in § I. Invoicing Guidelines and Conditions. BELFOR incurs, and thus charges, this daily rate whether the per diem is paid directly to the employee, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.
- 3). Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.
- 4). BELFOR shall be reimbursed for travel expenses (airfare, lodging, rental cars, per diem) for personnel at documented costs plus markup (see item 1).
- 5). An optional methodology for lodging charges is to apply a lodging allowance as follows: Lodging may be charged at the average nightly rate of up to three hotels that house project personnel (BELFOR and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

§ VI. DOCUMENT DRYING AND RECOVERY SERVICES

Freeze drying charges will range from \$40 to \$75 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

The above rates represent the charges for freeze drying only. Labor, equipment, materials and other document treatments performed will be billed in accordance with the rates herein and any project specific quotations.

Other recovery service charges will be determined per job, based on the following relevant factors:

* Nature of Damage * Degree of soot/char * Intended Use of Document * Moisture Saturation * Mold Contamination * Odor

Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

§ VII. CAT CONSIDERATIONS

- 1). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be CAT management, CAT office, admin support, warehousing, etc...

§ VIII. BILLING AND PAYMENT

- 1). Invoices generated in accordance with the BELFOR Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there are any disputed charges on any invoice these should be clearly identified in writing within 30 days and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1% per month or 2) as specified in the terms and conditions of the applicable contract.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

511.1

ITEMIZED SCHEDULED EQUIPMENT³

EQUIPMENT DESCRIPTION	UNIT	RATE
AIR MOVERS/COMPRESSORS/ACCESSORIES		
Air compressor, gas/electric	Ea / Day	\$ 37.00
Air compressor, tow behind	Ea / Day	\$ 118.50
Air movers/carpet blowers	Ea / Day	\$ 30.00
Octidry Bag or Direct it In (attachment)	Ea / Day	
Injectidry Unit	Ea / Day	\$ 131.00
Manometer	Ea / Day	\$ 82.50
BLAST/POWER WASH UNITS		
Blasting Unit, Agri/Soda	Ea / Day	\$ 648.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 973.50
Soda Blaster	Ea / Day	\$ 966.00
Washer, High Pressure (cold)	Ea / Day	\$ 100.00
Washer, High Pressure (hot)	Ea / Day	\$ 124.50
CLEANING/VACUUMS/EXTRACTION		
Buffer, Floor	Ea / Day	\$ 37.00
Carpet Cleaning Machine	Ea / Day	\$ 75.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 143.00
Extraction Unit (portable)	Ea / Day	\$ 155.50
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 561.50
Floor cleaning system (walk behind)	Ea / Day	\$ 237.00
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 155.50
Ton Air Cleaning System	Ea / Day	\$ 47.50
Steam Cleaner (Trailer)	Ea / Day	\$ 243.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 63.00
Vacuum, HEPA	Ea / Day	\$ 100.00
Vacuum, Insulation Machine	Ea / Day	\$ 89.50
Vacuum, Upright	Ea / Day	\$ 16.50
Vacuum, Wet/Dry or Canister	Ea / Day	\$ 34.00
LIGHTS		
Light, Balloon	Ea / Day	\$ 110.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 155.50
Light, Wobble (37 inches)	Ea / Day	\$ 43.50
MISC.		
Heat Gun, Shrink Wrap	Ea / Day	\$ 75.00
Ride on Flooring Stripper (includes blades)	Ea / Day	\$ 1,200.00
Saw, Demo	Ea / Day	\$ 106.00
Saw, Kett	Ea / Day	\$ 35.00
X-Ray Dryer	Ea / Day	\$ 155.50
X-Ray Separation Tank	Ea / Day	\$ 467.50
ODOR CONTROL/DISINFECTION		
Fogger, Commercial	Ea / Day	\$ 112.50
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 40.00
Ozone Generator	Ea / Day	\$ 124.50
Smoke Machines (small)	Ea / Day	\$ 100.00
Vapor Shark	Ea / Day	\$ 40.00
POWER		
Electrical Distribution (Spider Box)	Ea / Day	\$ 75.00
Generator (portable)	Ea / Day	\$ 124.50
PUMPS		
Pump, Sump / Flood	Ea / Day	\$ 34.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 139.00
DRYING/TEMP/HUMIDITY CONTROL		
Moisture Meter	Ea / Day	\$ 21.00
Camera, IR	Ea / Day	\$ 225.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$ 187.50
Dehumidification, Desiccant - 500/600 cfm	Ea / Day	\$ 405.00
Dehumidification, Desiccant - 2000/2250 cfm	Ea / Day	\$ 842.50
Dehumidification, Desiccant - 3500 cfm	Ea / Day	\$ 1,004.00
Dehumidification, Desiccant - 5000-6000 cfm	Ea / Day	\$ 1,360.50
Dehumidification, Desiccant - 10000 / 12000 cfm	Ea / Day	\$ 2,138.50
Dehumidification, Desiccant - 15000 cfm	Ea / Day	\$ 3,669.00
Dehumidification, Desiccant - 25000 cfm	Ea / Day	\$ 5,807.00
Dehumidification/Cooling - 1 Ton Spot Cooler	Ea / Day	\$ 161.50
Dehumidification/Cooling - DX Unit -20 / 30 ton	Ea / Day	\$ 1,295.50
Dehumidification/Cooling - DX Unit -60 / 70 Ton	Ea / Day	\$ 2,041.50
Dehumidification/Cooling - Chiller 100 to 400 Ton	Ton / Day	\$ 26.00
Dehumidification, Heater - 20 kW	Ea / Day	\$ 160.00
Dehumidification, Heater - 50 kW	Ea / Day	\$ 356.50
Dehumidification, Heater - 100 kW	Ea / Day	\$ 486.00
Dehumidification, Heater - 150 kW	Ea / Day	\$ 583.00
Dehumidification, Heater, Indirect Fired up to 500,000btu + fuel	Ea / Day	\$ 939.50
Heater, Electric -1500 watt	Ea / Day	\$ 15.50
Heater, Propane/Torpedo-direct fired + fuel	Ea / Day	\$ 55.50

EQUIPMENT DESCRIPTION	UNIT	RATE
TRUCKS, VEHICLES, TRAILERS (rate does not include fuel)		
BELFOR Command Center	Ea / Day	\$ 500.00
Mobile Office	Ea / Day	\$ 65.00
Mobile Warehouse (Trailer Only)	Ea / Day	\$ 155.50
Trailer, Freezer	Ea / Day	\$ 149.50
Truck, Dump Service (Pickup Truck)	Ea / Day	\$ 95.00
Truck, Dump-Trip Charge	Ea / Day	\$ 150.00
Truck, Moving/Box/Board up	Ea / Day	\$ 155.50
Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$ 124.50
Vehicle, Pickup, SUV or Car	Ea / Day	\$ 69.00
Vehicle, Truck 1 Ton 4x4 Liftgate	Ea / Day	\$ 165.00
Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$ 112.50
DUMPSTERS & STORAGE		
Dumpster, 20 yd	Per Load	\$ 550.00
Dumpster, 30 yd	Per Load	\$ 700.00
Dumpster, 40 yd	Per Load	\$ 850.00
BELFOR Pods 8'x7' 12' x 7'	Per Month	\$ 235.00
BELFOR Pods (set up & breakdown)	Per Pod	\$ 300.00
Storage Vaults	Per Month	\$ 125.00
ELECTRONICS / MECHANICAL		
Cart, Electronic Decontamination	Ea / Day	\$ 63.00
Cleaning Room, HEPA filtered	Ea / Day	\$ 978.50
Crane, A-Frame (1 ton)	Ea / Day	\$ 139.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 772.50
Decon Room	Per Project	\$ 515.00
DI Water System	Ea / Day	\$ 40.00
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 69.00
Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 187.50
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 412.00
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 224.50
Gas Detector, ATI PortaSens II	Ea / Day	\$ 307.00
HEPA Filtered Hood	Ea / Day	\$ 154.50
HEPA Water Displacement Unit	Ea / Day	\$ 93.50
Oven, Convection Drying (ULT)	Ea / Day	\$ 436.50
Oven, Vacuum Drying	Ea / Day	\$ 623.00
Quality Control Kit, (scientific instruments)	Ea / Day	\$ 187.50
Reflectoquant Test Device	Ea / Day	\$ 103.00
Sealer, Vacuum	Ea / Day	\$ 273.00
Spray Booth with 2 sinks (portable)	Ea / Day	\$ 187.50
Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 81.50
Tool Handling Charge	Per Project	\$ 463.50
Ultrasonic Bath, Portable	Ea / Day	\$ 324.50
Ultrasonic Bath, Bench Top	Ea / Day	\$ 187.50
Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 3,365.00
Vacuum, Clean Room	Ea / Day	\$ 154.50
Wet Bench (portable)	Ea / Day	\$ 188.00
Workstation (table, chair, lights, ESD)	Ea / Day	\$ 24.50
ENVIRONMENTAL		
Cascade Breathing Air System	Ea / Day	\$ 170.00
Chemical Hose, Hazmat	Ea / Day	\$ 226.50
Confined Space Entry System	Ea / Day	\$ 206.00
Decontamination Shower/Filter	Ea / Day	\$ 144.00
Jerome Mercury Vapor Analyzer	Ea / Day	\$ 252.50
Mini-Rae (PID)	Ea / Day	\$ 180.00
MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 206.00
Personal Sample Pump	Ea / Day	\$ 29.00
Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 206.00
Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 309.00
Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	\$ 144.00
Self-Contained Breathing Apparatuses (SCBA-5Min)	Ea / Day	\$ 113.50
Trailer, Emergency Response, Hazmat	Ea / Day	\$ 309.00
HVAC		
HVAC, High Volume Tornado System	Ea / Day	\$ 95.00
HVAC, Mobile Resource Unit	Ea / Day	\$ 155.50
HVAC, Power and Manual Hand Tools	PP/Day	\$ 25.00
HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 45.00
HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 124.50
HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	\$ 195.00
HVAC Video / Tool Robotic Inspection System	Ea / Day	\$ 504.50
HVAC, Viper Duct Cleaning System	Ea / Day	\$ 45.00
SAFETY		
Personal Fall Protection (PFP)	PP / Wk	\$ 55.50
Personal Protection Equipment (PPE)	PP / Wk	\$ 27.75
Personal Respiratory Protection (PRP)	PP / Wk	\$ 55.50
Respirator, PAPR	Ea / Day	\$ 82.50

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

ITEMIZED SCHEDULED CONSUMABLES ³

CONSUMABLE DESCRIPTION	UNIT	RATE
BAGS		
Bags, Environmental Trash Bags	Ea.	\$ 3.00
Bags, Insulation Machine (Vacuum)	Ea.	\$ 31.00
Bags, Trash (each)	3 mil \$ 0.82 6 mil	\$ 1.62

CLEANING-GENERAL		
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 34.00
BELFOR-All Purpose Cleaner	Gal	\$ 10.50
BELFOR-All Purpose Spotter	Gal	\$ 22.50
BELFOR-Carpet Rinse & Neutralizer	Gal	\$ 18.50
BELFOR-CIF Citrox Lemon Scent	Ounce	\$ 1.00
BELFOR-Concentrated Odor Counteractant & Smoke Elim.	Gal	\$ 31.00
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 17.00
BELFOR-Glass Cleaner	Gal	\$ 8.00
BELFOR-Hand Cleaning Wipes	Tub	\$ 41.00
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 31.00
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 13.50
BELFOR-Oil Preserver	Gal	\$ 46.50
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 17.50
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner	Gal	\$ 25.00
Adhesive, Remover	Can	\$ 11.50
Alcohol, Isopropyl	Gal	\$ 79.50
Blocks, Odor Counteractant	Ea.	\$ 7.00
Boot Covers, Latex	Per Pair	\$ 10.50
Brush, Scrub	Ea.	\$ 11.50
Brushes, Pipe	Ea.	\$ 31.00
Brushes, Wire	Small \$ 5.00 Large	\$ 7.00
Cleaner, Stainless Steel	Can	\$ 15.75
Disinfectant, Antimicrobial	Gal	\$ 51.00
Fogger, Thermo Deodorizer	Gal	\$ 63.00
Mop Heads	Ea.	\$ 13.50
Pad, Floor Buffer	Ea.	\$ 12.50
Pad, Foam Scrubbing	Pak	\$ 51.50
Sponge, Particulate Removal (1.5"x3"x6")	Ea.	\$ 4.00
Sponge, Particulate Removal (3/4"x3"x6")	Ea.	\$ 2.00
Steel wool	Ea.	\$ 1.06
Thinner, Paint/Mineral Spirits	Gal	\$ 22.50
Vapor Shark Membrane	Ea.	\$ 53.00
Wipes, Cotton Cloth/Workshop Rags	Lb.	\$ 5.00
Wipes, Wipe All	Pak	\$ 12.50

CONTENTS/PACK-OUT/STORAGE		
BELFOR-Fabric Protector	Gal	\$ 40.00
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 5.00
BELFOR-Liquid Laundry Detergent	Gal	\$ 17.50
BELFOR-Premium Dish Detergent	Quart	\$ 6.00
Boxes, Book	Ea.	\$ 5.00
Boxes, Dish Pack	Ea.	\$ 6.00
Boxes, Slip Covers	Ea.	\$ 3.00
Boxes, Wardrobe/Specialty	Ea.	\$ 35.00
Cloths, Masslinn	Ea.	\$ 1.35
Foam Blocks	Ea.	\$ 0.12
Inventory Tags	Ea.	\$ 0.12
Tape, Poly Box	Roll	\$ 3.00
Wrap, Bubble/Anti Static	Roll	\$ 84.50
Wrap, Stretch	Roll	\$ 59.50

FILTERS		
Filter, Charcoal (Carbon Activated)	Ea.	\$ 65.00
Filter, HEPA	Ea.	\$ 230.50
Filter, Pre (Primary)	Ea.	\$ 3.00
Filter, Poly (Secondary)	Ea.	\$ 7.00

SHEETING/PLASTIC/FLOOR PROTECTION		
Duct, Lay Flat (500') with hog rings	Roll	\$ 467.50
Plastic Sheeting, 1.5 mil (24 x 200)	Roll	\$ 43.50
Plastic Sheeting, 3 mil (20 x 100)	Roll	\$ 54.50
Plastic Sheeting, 4 mil (20 x 100)	Roll	\$ 62.50
Plastic Sheeting, 6 mil (20 x 100)	Roll	\$ 81.50
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Roll	\$ 319.00
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)	Roll	\$ 395.00
Plastic Sheeting, Carpet Protector	Roll	\$ 81.50
Red Rosin Paper (200 ft. roll)	Roll	\$ 24.50
Scrim-Fire Rated (60"x100")	Roll	\$ 2,469.00
Sticky Mat (26"x32")	Ea.	\$ 89.50

SHRINK WRAP		
Strapping, Woven HD	LF	\$ 0.10
Tape, Heat Shrink 2"	Roll	\$ 16.35
Tape, Heat Shrink 4"	Roll	\$ 32.75
Tape, Heat Shrink 6"	Roll	\$ 49.15
Wrap, Shrink, 7 mil (45" x 145")	Roll	\$ 815.00
Wrap, Shrink, 12 mil (32" x 180")	Roll	\$ 1,515.00

TAPE/ADHESIVE		
Adhesive, Spray	Can	\$ 7.00
Tape, 2-way (2" x 60')	Roll	\$ 30.00
Tape, Barricade-Banner Guard (Caution, Danger, etc.)	Roll	\$ 28.00
Tape, Duct (2" x 60')	Roll	\$ 7.00
Tape, Global	Roll	\$ 24.50
Tape, Painters-blue/red	Roll	\$ 8.00

MISC		
Disposable Decontamination Unit	Ea.	\$ 416.00
Encapsulant, Antifungal	Gal	\$ 82.00
Encapsulant, Antimicrobial (Zinsser)	Gal	\$ 75.00
Encapsulant, Soot	Gal	\$ 43.50
Fasteners, Misc / Lock & Hasp	Ea.	\$ 30.00
Floor Dry (40#)	Bag	\$ 15.50
Lock Box	Ea.	\$ 45.50
Soda, Soda Blaster Material	Bag	\$ 35.00
Zipper (containment)	Ea.	\$ 12.00

CONSUMABLE DESCRIPTION	UNIT	RATE
ELECTRONICS / MECHANICAL		
BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 34.00
BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 46.00
BELFOR-CD 04-C Complex Deruster 04 C	Gal	\$ 73.00
BELFOR-CD 13 Complex Deruster 13	Gal	\$ 114.50
BELFOR-ESL Label Protection Lacquer	Gal	\$ 30.00
BELFOR-ESL Label Protection Lacquer	Ounce	\$ 17.50
BELFOR-GC General Cleaner	Gal	\$ 28.00
BELFOR-HD 01 Hand Deruster 01	Gal	\$ 39.00
BELFOR-LP 40 Light Preserver 40	Gal	\$ 73.00
BELFOR-MPP Metal Polishing Paste	Ounce	\$ 15.50
BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 122.50
BELFOR-NK One Step Cleaner and Preserver (electrical)	Pint	\$ 12.50
BELFOR-OC24 Organic Cleaner 24	Gal	\$ 46.50
BELFOR-OC62 Organic Cleaner 62	Gal	\$ 32.00
BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 34.00
BELFOR-PM Polish Milk	Ounce	\$ 5.00
BELFOR-SD 02 Sulfide Defroster	Gal	\$ 52.50
BELFOR-WP Wax Preserver	Gal	\$ 78.50
Nitric Acid, Ultra Pure	Quart	\$ 154.50
Apron, Chemical	Ea.	\$ 5.00
Arm Sleeves, Chemical	Ea.	\$ 4.00
Arsenic Test Kit	Per Test	\$ 5.00
Bags, Anti Static	Ea.	\$ 4.00
Brady Cards	Ea.	\$ 7.00
Brush, Dispersion (Each)	Small \$ 5.00 Large	\$ 13.50
Brush, Non Conduct	Ea.	\$ 10.50
Chloride Quick Test Strips	Ea.	\$ 1.25
Cleaning / Decon Sticks	Ea.	\$ 1.25
Non-Conduct Scrubbers, Green (#7447)	Box	\$ 28.00
Non-Conduct Scrubbers, Maroon (#56)	Box	\$ 78.50
Non-Conduct Scrubbers, White (#98)	Box	\$ 47.50
Tape, Clean Room	Roll	\$ 24.50
Wipes, Lint Free	Pak	\$ 35.00
Wipes, Presaturated IPA/DI	Pak	\$ 20.50
Wipes, Standard Clean Room	Pak	\$ 29.00
Wipes, Ultra Clean Room	Pak	\$ 62.00

ENVIRONMENTAL		
Asbestos Glove Bag	Ea.	\$ 34.00
Breathing Air, Type K Bottle	Ea.	\$ 55.50
Cartridge, MSA Combination	Ea.	\$ 16.50
Protective Suits (Acid)	Ea.	\$ 84.50
Protective Suits (Level A, fully encapsulating)	Ea.	\$ 1,570.50
Protective Suits (Polypro Asbestos)	Ea.	\$ 8.00
Protective Suits (Saranex Chemical)	Ea.	\$ 31.00
Sorbent Boom	Ea.	\$ 67.00
Sorbent Pad	Ea. \$ 10.50 Bale	\$ 101.00
Sorbent Pillows	Ea.	\$ 25.50
DRUMS		
Drum, Poly Closed Top	Ea. \$ 42.00 \$ 49.50 \$ 70.00	
Drum, Poly Open Top	Ea. \$ 45.50 \$ 53.50 \$ 76.00	
Drum, Steel Closed Top	Ea. \$ 34.00 \$ 40.00 \$ 55.50	
Drum, Steel Open Top	Ea. \$ 36.00 \$ 47.50 \$ 67.00	
Drum, Steel Salvage, 85 Gallon	Ea.	\$ 168.00
Drum, Poly Overpack, 95 Gallon	Ea.	\$ 257.50
Drum, Steel Overpack, 110 Gallon	Ea.	\$ 504.50

HVAC		
HVAC Air Blast Nozzle, Replacement	Ea.	\$ 50.00
HVAC Air Whip, Multi Head, Replacement	Ea.	\$ 65.00
HVAC BBJ Freshduct / Microbiocide	15oz	\$ 50.00
HVAC Cleaner Degreaser	Gal	\$ 17.00
HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30'	Roll	\$ 24.75
HVAC Coil Cleaner	Gal	\$ 47.75
HVAC Collection Machine Filters (Pleated & Bag)	Ea.	\$ 58.00
HVAC Collection Machine HEPA Filter	Ea.	\$ 340.40
HVAC Duct Liner 1" - 3"x100'	Roll	\$ 400.00
HVAC Duct Mastic	Gal	\$ 29.00
HVAC Encapsulant, Antimicrobial (Foster)	Gal	\$ 82.00
HVAC Fiberlock	Gal	\$ 72.00
HVAC HEPA Vac Collection Bag & Filter Protector	Ea.	\$ 10.00
HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction)	Ea.	\$ 60.00
HVAC HEPA Vac HEPA Filter	Ea.	\$ 285.00
HVAC Propane Fill Charge	Cylinder	\$ 45.00
HVAC Rotary Brush Head, Replacement	Ea.	\$ 114.25
HVAC Rotary Brush System, Replacement Core	Ea.	\$ 40.00
HVAC Sheetmetal Blank	Ea.	\$ 17.00
HVAC Sheetmetal Screw	Box 100	\$ 21.50
HVAC Spray Adhesive	Can	\$ 24.00
HVAC Unibit	Ea.	\$ 82.00
HVAC Vacuum Brush Head - Replacement	Ea.	\$ 24.00

SAFETY		
Boots, Chemical PVC	Per Pair	\$ 45.50
Dust Mask	Ea.	\$ 2.00
Gloves, Cotton (includes liners)	Per Pair	\$ 2.25
Gloves, Latex (Surgical)	Box 100	\$ 23.50
Gloves, Leather	Per Pair	\$ 8.00
Gloves, Nitrile	Per Pair	\$ 5.30
Gloves, Nylon Inspection	Per Pair	\$ 0.50
Protective Suits (Tyvek)	Ea.	\$ 18.50
Respirator, N95	Ea.	\$ 3.50
Respirator, P100	Ea.	\$ 10.50
Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 36.00
Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 8.50

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.



DISASTER RECOVERY AND EMERGENCY SERVICES AGREEMENT

This Disaster Recovery and Emergency Services Agreement (this "Agreement") is made and entered into on _____ 2018 between BELFOR USA Group, Inc., a Colorado corporation ("Contractor") with its principal place of business at 185 Oakland Avenue, Suite 150, Birmingham, MI 48009 and the Department of Family of Puerto Rico with its principal place of business at 306 Barbosa Avenue, San Juan, PR ("Owner"). Owner and Contractor may be referred to throughout individually as a "Party," or together as the "Parties."

RECITALS:

WHEREAS, Contractor is a service contractor engaged in the business of supplying emergency response, disaster restoration, reconstruction, document recovery, and related services, necessitated by fire, water, wind, smoke, contamination, corrosion and any other natural or manmade disaster.

WHEREAS, Owner's Property suffered damages as a result of Hurricane Maria and its aftermath. Owner desires to hire Contractor to perform services with respect to Owner's property located at 306 Barbosa Avenue, San Juan, PR, commonly known as "Department of Family" ("**Property**"). Contractor shall furnish all labor, materials, tools, equipment and supervision necessary to perform the Work (as defined in Section 2).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT

Contract Term. This Agreement shall commence within two weeks of both parties executing this Agreement and shall be substantially completed by December 31, 2018("Term"), subject to any early termination as provided herein and subject to Owner permitting Contractor to commence within two weeks of executing this Agreement. The Parties acknowledge that in times of disasters it is impossible to predict circumstances related to performance of the Work. Therefore, the Parties agree that there shall be no damages for delay in the performance of the Contractor or relating to the completion of the Work at the Property due to delays outside of Contractor's control and Force Majeure. Notwithstanding the foregoing, the Parties agree that TIME IS OF THE ESSENCE with respect to the Owner's payments to Contractor as well as with the Contractor executing the work on time.

SECTION 2. SCOPE OF WORK.

Scope of Work. The scope of work under this Agreement concerns document recovery, and other services as agreed to between the Parties. The Work to be done and the cost thereof or the method for calculating the cost thereof, agreed to by the Parties is set forth in Exhibit A and/or B, which are attached hereto and incorporated by reference herein (the "Work").

SECTION 3. CONTRACTOR'S COMPENSATION.

3.1 Contract Sum. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box(s).)

[**«X»**] The Rough Order Of Magnitude ("ROM"), attached here as Exhibit A, in the amount of \$455,399.84 and subject to change orders, additions, or deductions. The ROM is calculated in accordance with BELFOR's Caribbean Rate and Material Schedule attached as Exhibit B. However, the parties acknowledge that the ROM is only an estimate



and that the Work may not be completed in its entirety for this amount. If the ROM is reached prior to the completion of the Work, Contractor shall have no obligation to continue with the Work, unless Owner has provided Contractor with written authorization to perform Work in excess of the Contract Price via a Change Order signed by both parties.

~~[(X)]~~ All Change Orders shall be subject to BELFOR's Caribbean Rate and Material Schedule attached as Exhibit B.

[« »] In addition to BELFOR's Caribbean Rate and Material Schedule, for CAT losses located in the Caribbean, U.S. Virgin Islands and Puerto Rico, there shall be a mobilization fee associated with air travel, cargo airlifting of equipment and various other shipping methods that are extraordinary expenses as a result of Hurricane Maria and not part of Contractor's standard price schedule.

3.2. Progress Payment Schedule.

- (a) Owner agrees to pay BELFOR's invoice within thirty (30) days of receipt by the Owner. If Owner dispute's any amount within an invoice, then Owner shall pay all undisputed amounts within thirty (30) days from receipt of invoice and shall provide to Contractor, in writing, an explanation of the disputed amount with all supporting documentation within five (5) days from Owner's receipt of the disputed invoice. Failure to do so shall result in an absolute waiver of Owner's right to dispute any amounts under said invoice. Owner agrees that it shall only assert disputes grounded in good faith and reasonable judgment. Owner shall not withhold payment of any undisputed amount payable by reason of any dispute. In the event of any such dispute, the Parties shall seek to resolve the disputed amount promptly. If such disputed amount cannot be resolved within fourteen (14) days of Owner's notice, then the Owner shall place the entire disputed amount in escrow until the Parties are able to resolve such dispute. The Contractor reserves the right to cease or suspend any work until the undisputed amount is paid in full, including interest, for Services performed.
- (b) BELFOR's right to timely and full payment of its progress and final invoice shall not be contingent upon resolution of any disputes between the Owner and its insurer(s) or dependent upon the insurers' payment or approval of BELFOR's invoices or charges. The Owner shall and hereby assigns to BELFOR its right, title and interest in any and all insurance proceeds for the work performed under this Agreement. Interest on any unpaid balance shall be charged at the higher rate of either 1.5% per month or the maximum rate prescribed by law.
- (c) The Owner waives any right of recoupment or setoff that it may have, whether any such right arises by virtue of contract or law, with respect to the payments for any Work under this Agreement. Payments for Work shall be made in full without any setoff or recoupment.

3.3 Adjustments to Contract Sum. The scope of the Work may be subject to change due to unknown factors and conditions. These unknown factors and conditions cannot be predicted at this time due to the latent and hidden conditions which may be encountered by Contractor as it proceeds with the Work and also the requirements of local building departments for changes and upgrades of components of the Property in order to comply with the current version of local building codes. The unknown factors and conditions may require an adjustment to the Contract Sum and the scope of the Work. If the parties hereto agree to a stipulated sum for the Contract Sum, then by appropriate Change Order ("Change Order"), changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor. In such event Contractor shall submit to Owner a



Change Order describing an increase or decrease in the Contract Sum and the scope of the Work. Change Order amounts and adjustments in the Contract resulting from a change in the Work shall be determined by mutual agreement of the parties and in the absence of an agreement the adjustment in the Contract Sum shall be based on the Contractor's National Rate and Material Schedule, attached hereto as Exhibit B. All non-insured building code upgrades, insurance policy deductibles, or work not covered or timely reimbursed by the insurance policy or insurance company, remains the exclusive responsibility of the Owner.

3.3.1 Application of Prevailing Wage Determinations. Contractor will comply with the Fair Labor Standards Act and any applicable federal or State minimum wage laws during the performance of the Work. Owner warrants and represents that it is not subject to, nor is it receiving funds subject to, prevailing wage determinations under federal laws, such as the Davis-Bacon Act or the Service Contract Act, or under any similar or like State laws. Owner further acknowledges and represents that it has not provided Contractor with any federal or State prevailing wage determinations. Should Owner or Contractor subsequently be notified that the Work is subject to prevailing wage determinations, Owner agrees to issue a written change order to comply with the applicable prevailing wage determination(s), plus a standard mark-up for overhead and profit. Owner further agrees to pay and indemnify Contractor for any and all penalties a State or Federal agency may assess under prevailing wage laws. Should Owner and Contractor disagree on the applicable prevailing wage rate(s), the Owner agrees to pay the amount determined by the State or Federal agency or the amount listed by the United States Department of Labor in its wage determination for the applicable classification in the appropriate jurisdiction or the appropriate similar/like State wage determination, whichever is higher and necessary to comply with the law.

3.4 Payment Source. Owner understands and agrees to pay Contractor the Contract Sum, as adjusted by Change Order and the amounts owed under Section 3. The Owner's obligation to make timely payment is not abated or stayed while Owner awaits funds from its insurer(s), grant, charitable organization or third-party. Owner's payment to Contractor for the Contract Sum, as adjusted by Change Order and any amounts owed under Section 3 shall not be contingent, dependent or conditioned on Owner's insurer(s), grant, charitable organization or third-party. Owner understands that Contractor will maintain job records for a period of at least six (6) years.

SECTION 4. STANDARDS OF PERFORMANCE

4.1 Industry Standards. Contractor shall perform the Work in accordance with industry standards established by those engaged in a business similar to that of Contractor consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances.

4.2 Equipment, Supplies and Expenses. Contractor shall provide all equipment and supplies to properly perform the Work, and shall pay for all material, labor, sales taxes, salaries, federal and provincial employment taxes, and any similar payroll taxes relating to employees of Contractor incurred in the performance of the Work. To the extent that any Work either is or becomes subject to a lawful Puerto Rico tax assessment, the Contract Price will not be increased by the appropriate tax percentage of any such Work; and both Owner and Contractor contemplate that any such assessed amounts will be considered part of the Contract Price. Both Owner and Contractor acknowledge and agree that any such assessed amounts currently are either unknowable or incapable of accurate calculation, and that any post hoc accounting or reporting of such amounts (including amounts subject to gross receipts tax assessment for Work already performed and paid) are intended to accurately incorporate them into the Contract Price.

4.3 Owner's Separate Contractors. Site Conditions: In the event that Contractor's Work depends upon the proper and timely execution of the work of Owner's separate contractors, Contractor may rely upon the work of such separate contractor for fitness and suitability to accept and incorporate Contractor's Work. Contractor shall not be responsible for any and all claims, damages, and liabilities arising out of defects in the work of Owner's separate contractors to the extent such defects were not reasonably discoverable upon a cursory visual inspection. The parties acknowledge that Contractor has little opportunity to perform other than a visual inspection of the site prior to commencement of Work pursuant to a Work Order; accordingly, Contractor shall not assume the risk of site conditions that are not reasonably discoverable during



such inspection. Contractor shall immediately notify the Owner upon encountering a concealed or otherwise unknown condition that may increase Contractor's time of cost to perform, under no circumstances beyond three (3) business days from encountering such condition.

SECTION 5. APPLICABLE LAW AND REGULATIONS

5.1 Compliance with Laws. Contractor shall comply with all applicable provincial and federal laws in performing the Work. Contractor shall not take, and is not authorized to take, any action in the name of or on behalf of Agent or Owner, or which would violate any applicable law.

5.2 Non-Discrimination. Contractor shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry, sexual orientation or any other protected characteristic in accordance with applicable law.

SECTION 6. CONFIDENTIALITY

Confidentiality. Parties may exchange and disclose Confidential Information to the other for the sole purpose of performing the Work under the terms of this Agreement (the "Purpose"). The term "**Confidential Information**" as defined in this Agreement shall mean all nonpublic, confidential and proprietary information that is disclosed by one party to the other for the purposes of this Agreement and shall include, but not be limited to, information relative to the disclosing party's finances, assets, technology, ownership, capital structure, operations, business plans and prospects, information technology, formulas, patents, trademarks, trade secrets, other intellectual property, customer and vendor identities and pricing information, as well as information regarding employees and contractors (whether oral, written, graphic, visual and/or computer generated). The Party in receipt of Confidential Information is identified as "Recipient" herein, and the Party that disclosed its Confidential Information is identified as "Discloser" herein. Recipient shall maintain in strict confidence all Confidential Information disclosed during performance of the Work throughout the time period identified herein, and shall not use any Confidential Information in any way inconsistent with the Purpose. Recipient shall use the same degree of care in safeguarding Discloser's Confidential Information as it uses with respect to its own proprietary information and in no event less than reasonable care. The obligations imposed upon either Party shall not apply to any information or data which: (i) is already available to or in the possession of the receiving Party or its Representatives and was from a third Party which, to the receiving Party's reasonable knowledge or belief, (ii) is not under an obligation of confidentiality to the disclosing Party with respect to any such information or data; (iii) is or becomes available to the public through no breach of this Agreement; (iv) is independently developed by the receiving Party without reference to any Confidential Information disclosed; (v) is approved for release (and only to the extent so approved) by the disclosing Party; or (vi) is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law. The confidentiality obligations of the parties under this Agreement shall survive the termination of this Agreement for a period of one (1) year.

SECTION 7. INSURANCE

Insurance. Upon request by Owner, Contractor shall provide Owner with a Certificate evidencing that it has obtained insurance satisfying all requirements as set forth below.

The following policies and coverages shall be furnished by Contractor:

Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) coverage, with \$2,000,000 combined single limit per occurrence, and \$4,000,000 in the annual aggregate. CGL insurance shall be written on Insurance Work Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall



cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, contractual liability, broad form property damage liability, products and completed operations coverage and X,C,U (explosion, collapse, underground) hazards.

Business Auto Insurance: Contractor shall maintain business auto liability with \$ 1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate. Defense costs shall be in addition to the limit of liability. Coverage shall apply to any automobile owned, hired and non-owned.

Workers' Compensation and Employees Liability Insurance: Contractor shall maintain worker's compensation insurance as required by the state in which the work is being performed and Employer's Liability Insurance in the amount of \$500,000 per accident for bodily injury or disease.

The General Liability and Automobile Liability policies shall contain, or be endorsed to contain the following provisions:

"Owner" and other insureds mentioned in this Section 7 shall be included as Additional Insured and Certificate holder as respects the Commercial General Liability Insurance and Business Automobile Liability Insurance. This shall apply to claims, costs, injuries or damages. Owner and other insureds mentioned in Section 7 shall not, be reason of their inclusion as insureds, become liable for any payment of premiums to carriers for such insurance coverage.

For any claims related to this Project, Contractor's insurance coverage or subcontractors (if applicable) shall be primary insurance as respects Owner, its partners, principals, officers, directors, agents, employees, representatives, and insurers. Any insurance or self-insurance maintained by Owner shall be excess of Contractor's insurance and shall not contribute to it.

All insurance policies provided under the Contract Documents shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to Owner.

SECTION 8. INDEMNIFICATION

8.1 Indemnification by Contractor. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner, and the Owner's representatives, and employees, from all claims for bodily injury, death, and property damage (including reasonable attorney fees and court costs) to the extent caused by the negligent acts or omissions of Contractor, its subcontractors, or anyone employed by either one of them for whose acts they may be liable. Contractor shall be entitled to reimbursement of any defense costs paid above Contractor's percentage of liability for the underlying claim.

8.2 Indemnification by Owner. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor, and Contractor's officers, directors, members, agents, and employees, subcontractors, or anyone employed by any of them for whose acts any of them may be liable from all claims for bodily injury and property damage (including reasonable attorney fees and court costs and expenses) to the extent caused by the negligent acts or omissions of Owner, or Owner's officers, directors, members, agents, employees, and subcontractors. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim.

8.3 Limitation on Damages. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE OWNER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO THE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CONTRACTOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.



8.4 Maximum Liability. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND AFTER TAKING INTO ACCOUNT ALL LIMITATIONS OF DAMAGES SET FORTH IN SECTION 8.3 AND THE "NO DAMAGES FOR DELAY" DISCLAIMER IN SECTION 1, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8.5 Environmental Hazards. Contractor shall have no liability for, and shall be indemnified and held harmless from and against, all claims, damages, liabilities, and costs arising out of or relating to the presence, discovery, or failure to discover, remove, address, remediate or cleanup environmental or biological hazards including, but not limited to, mold, fungus, hazardous waste, substances or materials, or asbestos unless the Work specifically calls for Contractor to perform hazmat discovery, mold remediation or abatement services.

SECTION 9. WARRANTY

CONTRACTOR GIVES NO EXPRESS OR IMPLIED WARRANTIES FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE WARRANTY OF HABITABILITY AND THE WARRANTY OF GOOD WORKMANSHIP.

For mold or asbestos remediation work or dewatering work, once the environmental assessor (third party professional) determines that Contractor's remediation work reached an adequate "clearance" from testing or Contractor obtains acceptable moisture levels for dewatering work, with such test results subject to currently industry standards and local environmental conditions, Contractor's Work is complete and has no further liability for and makes no warranties concerning future moisture levels, microbial growth, or asbestos on the Property. All Contractor's Work that is subsequently found to be defective for its intended purpose that was performed under the direction of, in accordance with, or approved by, any such professional or their reports, testing or protocols, is not the liability or responsibility of Contractor. Owner's sole recourse in such event is to make a claim against the professional. Owner shall produce a copy of the Industrial Hygienist report to Contractor.

If Owner does not agree obtain clearance testing by an Industrial Hygienist, Owner agrees to indemnify, defend, hold harmless (including payment or reimbursement of Contractor's reasonable legal defense costs) and release Contractor from and against any claim, damage, loss or lawsuit regarding the failure to remediate or from the spreading of the mold or hazardous materials.

SECTION 10. TERMINATION

Termination for Convenience. Either party may terminate this Agreement, at any time, and for any or no reason whatsoever, by giving the other party not less than thirty (30) days advance written notice of same, which notice shall specify the effective date of early termination. Owner may terminate the present contract at any time and without prior notice when it understands that it is for the good of the general population. Contractor shall receive compensation for all the Work performed through the effective date of early termination as well as for all costs directly incurred as a result of the termination permitted under this Section, including re-stocking fees, termination fees to subcontractors, de-mobilization expenses, and the like.

SECTION 11. ASSIGNMENT AND SUBCONTRACTING



11.1 Assignment. The parties shall not assign or transfer this Agreement or any of their obligations arising hereunder to any third party without the written consent of the other party. Any assignment or transfer without said consent shall be null and void.

11.2 Subcontracts. Contractor may not utilize any subcontractor in connection with providing the Work upon giving notice to the Owner without prior written consent by Owner. Utilization by Contractor of, or Owner's approval of, any subcontractor shall in no way relieve Contractor of any of its obligations or liabilities under this Agreement.

SECTION 12. RELEASES

12. Releases. Owner releases Contractor from:

- (a) work limitations or policy defenses imposed by Owner's insurer and for work not performed due to the refusal of Owner's insurance company to pay for it.
- (b) claims caused by any environmental consultant for re-growth after "clearance" is obtained from an environmental consultant or due to un-remediated pre-existing conditions.
- (c) performing mold remediation not specifically described and included in an approved scope of work.
- (d) damage to Owner's personal property. Owner is responsible for removing and declaring, in writing, Owner's personal property before Contractor begins any work at the Property. Owner waives any content damage or theft claims against Contractor for any property not removed by Owner.

SECTION 13. CONTENTS

Content Removal. At the direction of the Owner and during the performance of Work, Contractor may remove documents and other contents and effects that exist in Owner's Property, but it is the Owner's obligation to identify such any items that are to be removed, recovered, or stored from the Property (collectively "Contents"). Owner understands and agrees that some or all of Owner's Contents may contain mold, odor, particulate, and other damages that render it partially or completely unsalvageable but that Contractor will make its commercially reasonable efforts to recover and restore such Contents. Owner understands and agrees that Contractor's Work does not include logging or documenting the items that are being removed and disposed of, and Owner expressly acknowledges and affirms that, to the extent Owner decides to maintain a log of Owner's Contents being removed or disposed of, Owner will catalog and document said Contents in the manner Owner deems appropriate.

While Contractor may attempt to recover and remove Contents located at and within the Property, it is the Owner's obligation to be present during the removal, disposal, and/or recovery process and specifically identify any Contents which are to be retained and stored in such locations as the Owner may provide at the Property. **HOWEVER, OWNER AGREES THAT CONTRACTOR HAS NO OBLIGATION TO SECURE, STORE, RESTORE, OR RECOVER OR PERFORM ANY OTHER PORTION OF THE WORK ON CONTENTS AND OTHER BELONGINGS THAT ARE NOT EXPRESSLY AND SPECIFICALLY IDENTIFIED IN WRITING BY THE OWNER. THE OWNER HEREBY DIRECTS AND AUTHORIZES CONTRACTOR TO REMOVE, STORE, AND/OR DISPOSE OF ANY CONTENTS THAT NOT EXPRESSLY AND SPECIFICALLY IDENTIFIED IN WRITING TO BE SECURED AND STORED AND CONTRACTOR MAY RELY ON THIS INSTRUCTION WITHOUT EXCEPTION FOR THE DURATION OF ITS PERFORMANCE OF ITS WORK. OWNER IS**



RESPONSIBLE FOR ALL STORAGE COSTS OF ALL CONTENTS IDENTIFIED BY OWNER TO BE STORED BY CONTRACTOR.

OWNER EXPRESSLY ASSUMES THE RISK OF, AND ACCEPTS FULL RESPONSIBILITY FOR, ANY AND ALL LOSS OR DAMAGE TO THE CONTENTS AT THE PROPERTY.

SECTION 14. NOTICE

Notice. Any information or notices required to be given under this Agreement must be in writing and delivered either by: (i) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit, postage prepaid; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice will be deemed delivered when received. All notices should be addressed as follows:

For the Owner:
Glorimar de L. Andujar Matos, esq.
Secretary – Department of Family
306 Ave. Barbosa
San Juan, P.R.

For the Contractor:
BELFOR USA Group, Inc.
185 Oakland Ave., Ste 150
Birmingham, MI 48009

The foregoing addresses may be changed from time to time by notice to the other party in the manner set forth above.

SECTION 15. MISCELLANEOUS

15.1 Independent Parties. The Contractor is an independent contractor and not an employee of the Owner. Nothing in this Contract shall be interpreted as creating any joint venture, partnership, joint tenancy, agency or other similar legal relationship between Owner and Contractor, or as creating any contractual obligation, whether direct, indirect or third party beneficiary, on the part of Owner to any Subcontractor.

15.2 Force Majeure. Any delay or failure by either party in the performance of its obligations shall not constitute a default or give rise to any claim for damages if, and only to the extent and for such period of time that; (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, supplier, or other party acting under or through such party; and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of nature or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in laws; war, acts of terrorism, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences.

15.3 No Waiver. Failure of either Party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

15.4 Severability. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and such provision shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.



15.5 Governing Law. This Agreement will be interpreted and enforced under the law where the Work was performed without regard to laws of any other jurisdiction. The Parties agree that the court with exclusive jurisdiction over any matter or controversy arising from this contract will be United States Federal District Court for the District of Puerto Rico.

15.6 Department of Family Contract. The parties shall also be bound by the terms and conditions set forth in the GOBIERNO DE PUERTO RICO DEPARTAMENTO DE LA FAMILIA CONTRATO DE SERVICIO DE LIMPIEZA ("PR Contract"), which this Agreement is an Addendum to. For reference, the PR Contract is also attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between this Agreement and the PR Contract, the terms and conditions of this Agreement, and its Exhibits A-B, shall control and govern.

15.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. All exhibits and attachments hereto are incorporated into and made a part of this Agreement. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written, the corporate parties by their officers duly authorized. Signed today, _____

Owner:

BELFOR USA Group, Inc. (Contractor)

By: _____

By: _____

Name: Glorimar de L. Andujar Matos, esq.

Name: Paul Suchowski

Title: Secretary – Department of Family

Title: Representative - Belfor

Anejo III Titulado



RATE & MATERIAL ESTIMATED PRICING TOOL

JOB INFORMATION		BILL TO INFORMATION	
LOSS DATE	September 20 2017	SAME AS JOB INFORMATION	
NUMBER		SELECT- Y	
NAME	Department of Family	NAME	Department of Family
ADDRESS	306 Barbosa Ave	ADDRESS	306 Barbosa Ave
CITY	San Jaun	CITY	San Jaun
ST	PR	ST	PR
ZIP	917	ZIP	917
PHONE #		INSURANCE	
EMAIL		ATTENTION	Leo Villegas
		CC:	

R&M ESTIMATED PRICING SUMMARY

SELECT RATE SHEET 2015-BELFOR-HAWAII SELECT SERVICE DOCUMENTS RMEP #	Rate Sheet attached as Exhibit B to the Disaster Agreement Recovery and Emergency Services Agreement and Attachment 1 to this Agreement.
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CATEGORIES		PROJECTIONS		
		AMOUNT	MARKUP	SUBTOTAL
LABOR-SCHEDULED	(includes sm. tools)	\$275,429.60	\$0.00	\$275,429.60
EQUIPMENT-SCHEDULED		\$34,730.00	\$0.00	\$34,730.00
CONSUMABLES-SCHEDULED		\$82,062.89	\$0.00	\$82,062.89
DOCUMENT RECOVERY		\$0.00	\$0.00	\$0.00
EQUIPMENT RENTAL	(includes fuel)	\$0.00	\$0.00	\$0.00
REIMBURSABLE		\$34,000.00	\$3,400.00	\$37,400.00
PW LABOR		\$0.00	\$0.00	\$0.00
VENDOR & SUBCONTRACTOR		\$0.00	\$0.00	\$0.00
				\$429,622.49
CAT FEE			6%	\$25,777.35
				\$455,399.84

PROJECTED SCOPE OF WORK

The scope of work under this agreement includes the retrieval of HR documents from approximately 70 filing cabinets. Removal and boxing of stored files, transport to approved cleaning area, hepa vacuuming and cleaning affected documents, and transportation to new designated storage area.

THIS R&M ESTIMATED PRICING SUMMARY PREPARED BY

NAME Patrick Messner PHONE NUMBER 610.491.0359	EMAIL ADDRESS Patrick.Messner@us.belfor.com DATE / TIME October 23, 2018
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DISCLAIMER

IMPORTANT Customer hereby agrees to the following terms: This is a rate and material projection report and represents estimated costs at the time it was completed. This estimate is based on the job startir **3/26/2018** Any changes to the start date will impact the estimate including our overtime calculations, the hours and materials needed and/or the scope due to exacerbation of the original damage. This estimate is for valuation purposes only and is not a guarantee of BELFOR's total costs. If you should decide to proceed with the project, BELFOR will notify you of and get consent before performing work on any material additions to the scope of this project. These projected costs are void should there be a change in the building conditions, unforeseen weather conditions or any other unforeseen issues, requests or requirements. BELFOR will invoice for work performed on a rate and materials basis and you will be responsible for additional charges for any applicable subcontracted for equipment, fuel, related service costs, permits, fees, sales tax, administrative reporting or required appearances including court appearances arising out of the services.